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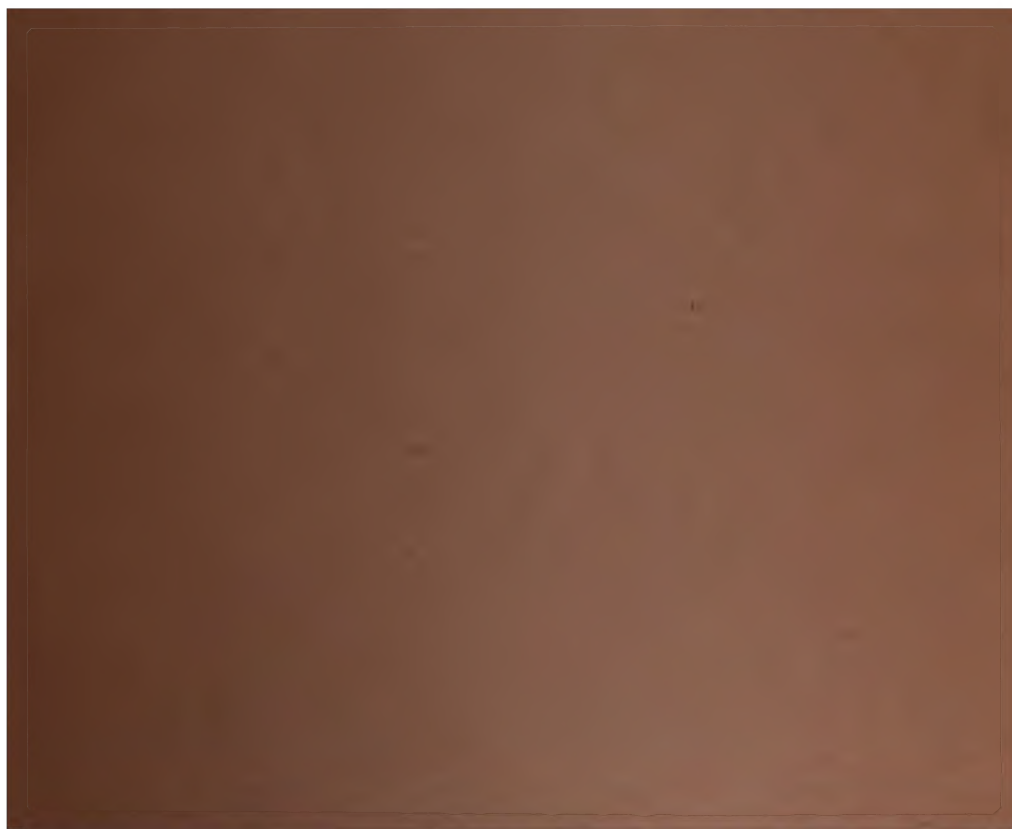
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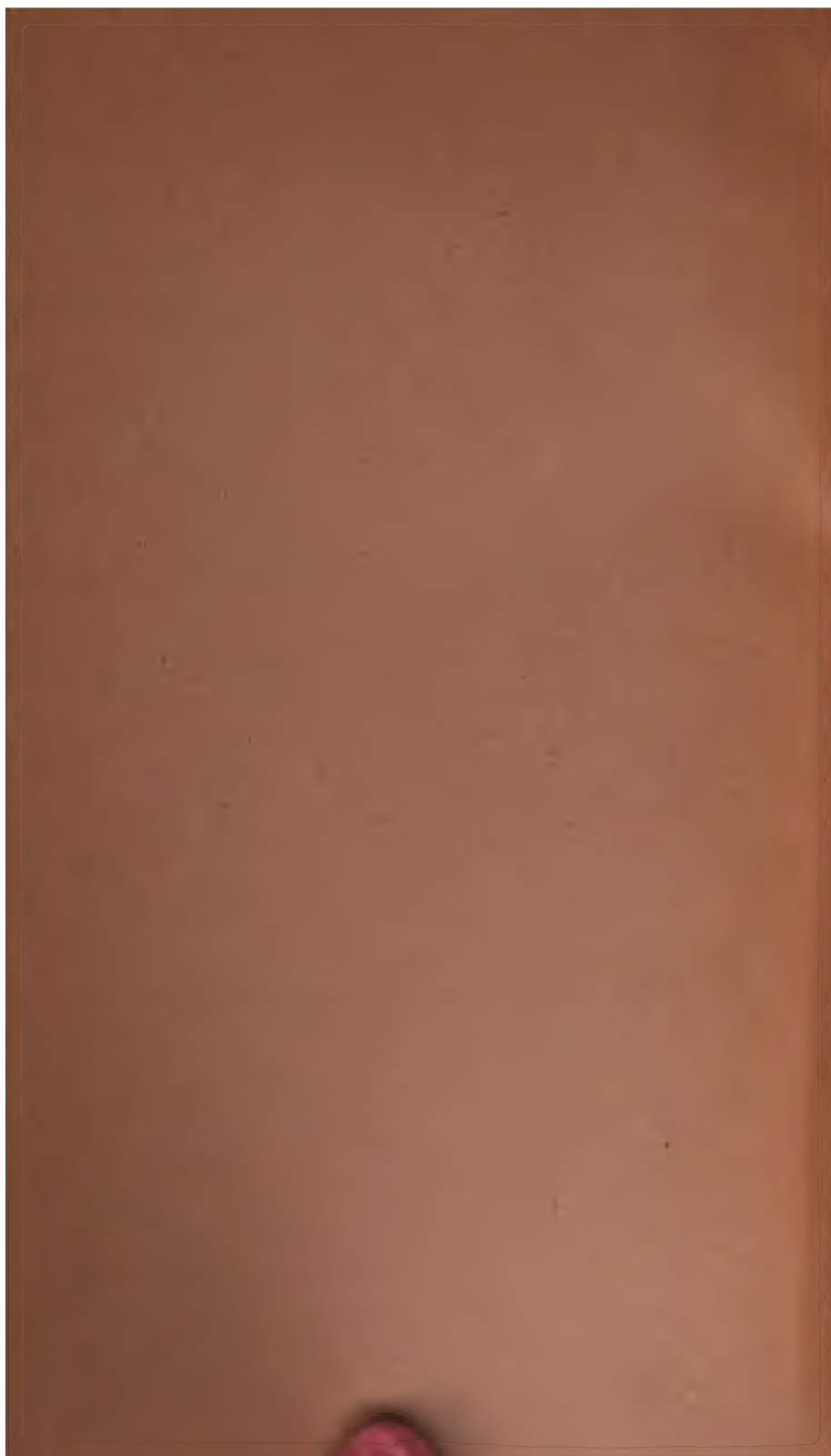


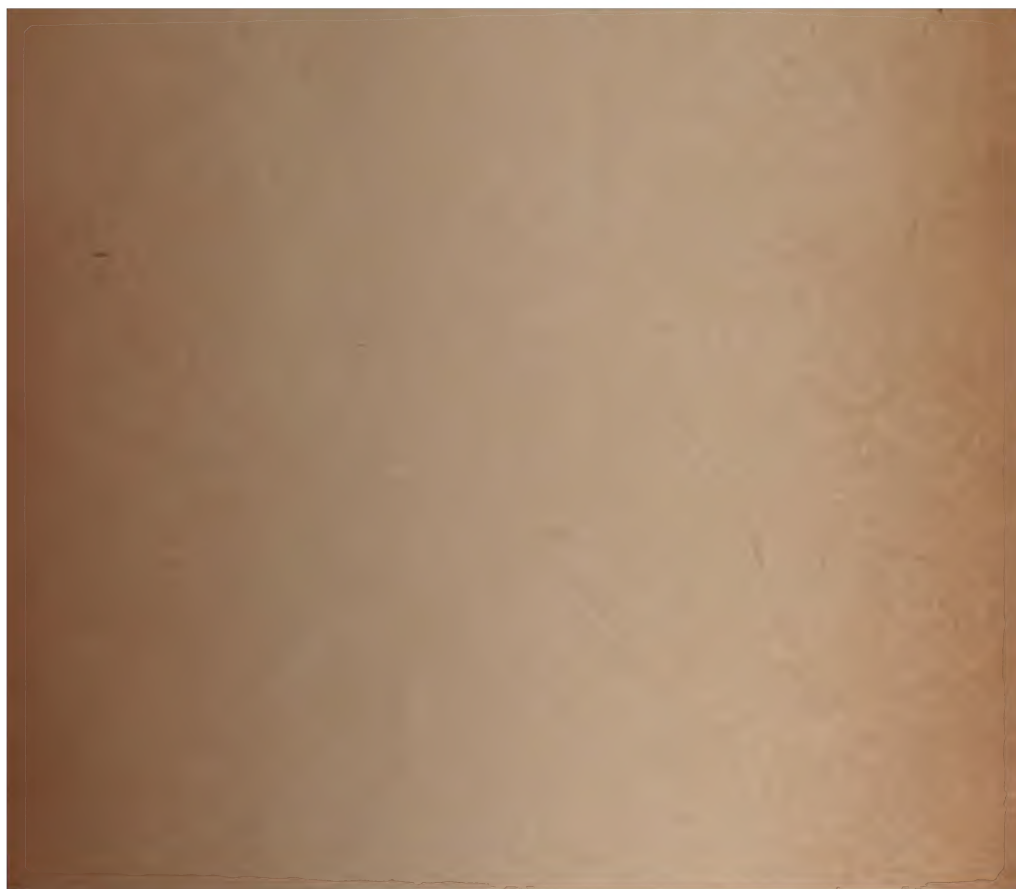
















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✓ Central Association

. . . of . . .

# Railroad Officers Proceedings.

January.

Cincinnati Division.  
Indianapolis Division.  
Columbus Division.  
Toledo Division.  
Denver Division.

Peoria Division.  
St. Louis Division.  
Kansas City Division.  
Louisville Division.  
Detroit Division.

Omaha Division.



1906.

C. J. Krehbiel & Co., Printers,  
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CENTRAL ASSOCIATION

... OF ...

RAILROAD OFFICERS'  
PROCEEDINGS.

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ANNUAL MEETING,  
STANDING COMMITTEES,  
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INDIANAPOLIS DIVISION,  
COLUMBUS DIVISION,  
TOLEDO DIVISION

PEORIA DIVISION,  
LOUISVILLE DIVISION,  
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CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

JANUARY.

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1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI.

# DIRECTORY

Officers of the Central Association of Railroad Officers and its Various Divisions

## CENTRAL ASSOCIATION.

GEO. HANNAUER ..... President.  
H. M. WAITE ..... 1st Vice-President.  
M. D. SCHAFF ..... 2d Vice-President.  
O. G. FETTER ..... General Secretary-Treasurer.

## EXECUTIVE COMMITTEE.

M. D. SCHAFF (Peoria Div.) J. H. FOSTER (Omaha Div.)  
J. E. MERION (Indianapolis Div.) L. OHLIGER (Columbus Div.)  
E. R. SCOVILLE (St. Louis Div.) W. D. TRUMP (Detroit Div.)  
OTTO SCHROLL (Toledo Div.) A. V. BROWN (Kansas City Div.)  
J. C. HAGERTY (Cincinnati Div.) C. E. CARSON (Denver Div.)  
J. C. HAGERTY (Louisville Div.)

## DIVISIONS.

J. C. HAGERTY.....	President.....	Cincinnati Division
J. E. MERION.....	"	Indianapolis "
W. G. BAYLEY.....	"	Columbus "
R. S. QUIGLEY.....	"	Toledo "
M. D. SCHAFF.....	"	Peoria "
E. RYDER.....	"	St. Louis "
J. P. CUMMINGS.....	"	Kansas City "
B. W. TAYLOR.....	"	Louisville "
G. M. BURNS.....	"	Detroit "
C. E. CARSON.....	"	Denver "
R. DOYLE.....	"	Omaha "
E. P. GOODWIN.....	Vice-President.....	Cincinnati Division
M. P. DENISTON.....	"	Indianapolis "
J. F. IRWIN.....	"	Columbus "
J. C. SULLIVAN.....	"	Toledo "
PH. NIEDERLANDER.....	"	Peoria "
E. F. KEARNEY.....	"	St. Louis "
R. DOYLE.....	"	Kansas City "
B. C. MILNER.....	"	Louisville "
J. P. MAIN.....	"	Detroit "
H. C. FERRIS.....	"	Denver "
C. J. WILSON.....	"	Omaha "
O. G. FETTER.....	Secretary.....	Cincinnati Division
G. B. STAATS.....	"	Indianapolis "
J. D. BERRY.....	"	Columbus "
JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "
O. G. FETTER.....	Treasurer.....	Cincinnati Division
G. B. STAATS.....	"	Indianapolis "
J. D. BERRY.....	"	Columbus "
JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "

## CINCINNATI DIVISION.

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The Regular Monthly Meeting of the Central Association of Railroad Officers,  
Cincinnati Division, was held in Room 10, Carew Building,  
Cincinnati, Ohio, Tuesday, January 9th, 1906.

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The representation was as follows:

B. & O. S-W. R. R..... Not Represented.  
C. C. C. & St. L. Ry.... C. A. Paquette ..... Supt.  
C. H. & D. Ry..... T. A. Sweeney ..... Supt.  
                                W. C. Andrews ... Supt. Car Service.  
C. & O. Ry..... E. P. Goodwin ..... Supt.  
                                W. T. Smith..... Master Mechanic.  
Cinti. Nor. R. R..... Not represented.  
N. & W. Ry..... Not represented.  
C. & M. V. Ry..... W. T. Wolff..... Special Agt.  
C. N. O. & T. P. Ry.... R. E. Boswell ..... Supt. Trans.  
L. & N. R. R..... Brent Arnold..... Supt.  
L. & E. Ry. .... Not Represented.  
P. C. C. & St. L. Ry.... W. T. Wolff..... Special Agent.  
H. V. Ry..... Not represented.

There being no objection to the minutes of last meeting as printed and distributed, they stood approved without reading.

**Revision of the Constitution and By-Laws, Etc.**

The report of the Special Committee was not ready, and the Committee was given further time.

**Holding Out Coal on Storage Tracks.**

The Secretary stated that the C. & O., L. & N., B. & O. S.W. and the N. & W. were the roads principally interested in this matter, and they had arrived at an understanding as to how it should be handled, and all necessary arrangements had been entered into by them, and instructions issued as to reporting to this office as to arrival and departure of cars to and from storage tracks. Under this arrangement coal will be allowed 96 hours on storage tracks for reconsignment, and 48 hours free time on delivery tracks as usual.

**Reclaim on Bad Order Cars that the Joint Inspector Has Not Checked.**

The Secretary stated that this matter had been laid over from last meeting to give the Joint Car Inspector time to make certain investigations and report. He read the following letter from the Joint Car Inspector:

Cincinnati Joint Car Inspection.

Cincinnati, O., December 28, 1905.

O. G. Fetter, Esq.,

Sec'y Central Association, Cincinnati Division,  
Cincinnati, O.

Dear Sir: In compliance with instructions issued to me at the last meeting, I herewith attach some correspond-



ence and my report in regard to the reclaim on per diem, as per Rule No. 7.

After going over this matter and receiving replies from the Joint Car Inspectors at both Columbus and Toledo, I have not changed my mind since the last meeting, and believe that the system in vogue here is as good as that in force at the above named places.

In the first place, all roads throughout the country are compelled to accept the word of the different Car Foremen for hundreds of dollars of bills each month against them for car repairs where they would have one dollar for per diem, and I can not see why their word could not be taken for per diem as well as for car repairs.

The fact is, even if one or two additional assistants were given the Joint Car Inspector, we could not overcome this, except that there would be a joint man in each yard or two yards, if same were close together, to make out per diem bills.

With the system we have here, with one slight change, by having the inspectors send the reports of all cars coming from connections to their line that have to be shopped to the Car Foreman, and when the repairs are made by him he should insert the day and time car was repaired and released, signing same and forwarding report to this office.

If this was done, it would embody all the information that they are getting at Columbus or Toledo and would simplify matters, and if it is thought that any foreman is making false reports, same can be readily checked up by the Joint Car Inspector by the shop records and the records of the Yard Clerks.

I would recommend that we continue in the same manner we have been doing with the recommendation above given, and this would cause no additional expense, and I believe the result will be equally as satisfactory.

Trusting this is what you desire, I remain,

Yours respectfully,

(Signed) H. Boutet.

C. J. C. I.

Mr. Wolff: I move that the Chief Joint Car Inspector be instructed to adopt the recommendation set forth in his letter of December 28th.

Seconded by Mr. Goodwin and carried.

**Selection of a Party to Prepare a Paper and Present Same at the Annual Meeting of 1906.**

The Secretary read the following letter:

The Central Association of Railroad Officers.

Cincinnati, O., December 28, 1905.

To All Division Secretaries,

Central Association of Railroad Officers.

Dear Sirs: At a meeting of the Executive Committee of the Central Association of Railroad Officers, held in Room 10, Carew Building, Cincinnati, Ohio, December 27th, I was instructed to advise you that your Division would be expected to furnish a paper to be read at the Annual Meeting, which will be held May 28th and 29th, at St. Louis, Mo., and the subject of the paper and the name of the party writing same to be in the hands of the General Secretary not later than the first of March.

It is therefore important that this matter be presented to your Division at the next meeting, and prompt action taken, so we can carry out the wishes of the Executive Committee.

Will you kindly give this your personal attention, and oblige,

Yours very truly,

(Signed) O. G. Fetter,

General Secretary.

Mr. Goodwin, Superintendent of the C. & O. Ry., was unanimously selected as the party to select a subject and prepare a paper for the Annual Meeting.

### **Transfer of Overloaded Cars.**

The C. & O. Ry. delivered to the C. H. & D. cars C. & O. 28564 and C. H. & D. 18786, loaded beyond the ten percent excess allowance. The cars were accepted by the C. H. & D. and run to Toledo, where the overload was detected. The C. H. & D. transferred the cars and applied to the Joint Car Inspector at Cincinnati for rebuttal orders. The Joint Car Inspector declined to issue the orders, and the matter was laid before the Standing Committee on Joint Car Inspection at its meeting on the morning of January 9th, and the papers were referred to the Central Association for decision without recommendation. The Association took the subject up, and the following action was taken:

Mr. Paquette: I move that it is the sense of this Association that the C. & O. is responsible for the transfer of these cars in this case.

Seconded by Mr. Boswell and carried.

This subject brought out quite a discussion on such cases as the one cited above, in which it developed that there is no specific rule at Cincinnati, and in order to have a ruling which will prevent referring each case to the Standing Committee or the Association, it was moved and seconded "that a Committee be appointed to consider this matter and report to the Association." The Chair appointed as a Committee Mr. Andrews, of the C. H. & D. and Mr. Paquette, of the Big Four.

### **Election of a Standing Committee on Joint Car Inspection.**

On motion the following members were elected as a Standing Committee on Joint Car Inspection for the ensuing year:

Mr. F. M. Lawler, Chairman; Mr. T. A. Sweeney, Mr. E. P. Goodwin, Mr. F. J. Smith, Mr. E. C. Riekey, Mr. Wm. Adair and Mr. P. T. Dunn.

**Adjournment.**

On motion, the meeting adjourned at 12:25 p. m.

BRENT ARNOLD,

Chairman pro tem.

O. G. FETTER,

Secretary.

## INDIANAPOLIS DIVISION.

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The Regular Monthly Meeting of the Indianapolis Division of the Central  
Association of Railroad Officers was held in Indianapolis Union  
Station, 2 o'clock P. M. Monday, January 8th, 1906,  
President O'Reilly in the Chair.

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The following lines were represented:

L. E. & W.....	M. P. Deniston.....	Supt.
I. U. Ry.....	A. A. Zion .....	Supt.
I. V. Ry.....	J. E. Merion .....	Auditor.
C. I. & L. Ry.....	A. J. O'Reilly.....	General Agent.
C. C. C. & St. L. Ry....	C. A. Paquette.....	Superintendent.
P. & E. R. R.....	C. A. Paquette.....	Superintendent.
Vandalia . . . . .	H. B. Reynolds.....	Train Master.
P. C. C. & St. L. Ry....	H. B. Reynolds.....	Train Master.
C. H. & D. R. R.....	Not represented.	

The minutes of the previous meeting stood approved as  
printed.

### Reports of Committees.

The special Committee appointed at the December meet-

ing to revise the Constitution and By-Laws—also, to compile various instructions, regulations, etc., reported progress.

### **Members Proposed.**

On motion, Mr. J. M. Scott, Superintendent of the C. H. & D. R. R., Indianapolis, Indiana, was duly elected a member of this Division.

### **Communications Received.**

Cincinnati, Ohio, December 28, 1905.

To All Division Secretaries,

Central Association of Railroad Officers.

Dear Sirs: At a meeting of the Executive Committee of the Central Association of Railroad Officers, held in Room 10, Carew Building, Cincinnati, Ohio, December 27th, I was instructed to advise you that your Division would be expected to furnish a paper to be read at the Annual Meeting, which will be held May 28th and 29th at St. Louis, Mo., and the subject of the paper and the name of the party writing same to be in the hands of the General Secretary not later than the first of March.

It is therefore important that this matter be presented to your Division at the next meeting and prompt action taken so that we can carry out the wishes of the Executive Committee.

Will you kindly give this matter your personal attention, and oblige.

Yours very truly.

(Signed) O. G. Fetter.

General Secretary.

The Secretary was requested to communicate with the various Superintendents, requesting them to canvass the field and be prepared to submit appropriate subjects, from which one

or more should be selected for the purpose of preparing a paper to be read before the 1906 Annual Meeting.

The Secretary announced receipt of a statement showing the result of a joint examination of the accounts of the Central Association of Railroad Officers, Cincinnati, Ohio. The Secretary was directed to receive the report and place it on file.

The question as to whether or not joint inspection was desirable at Indianapolis—there seemed to be a difference of opinion as to the necessity of such an arrangement.

It was decided to refer the matter to the Standing Committee on Interchange—Mr. M. P. Deniston, Chairman, with request to investigate the matter and report at the next meeting as to the advisability of establishing Joint Inspection.

#### **Miscellaneous.**

The question was brought up as to what effect had been produced by the posting of General Order No. 113, dated December 9, 1905, issued by Mr. A. A. Zion, Superintendent I. U. Ry. Company, relative to "Handling of Cars not Equipped in Conformity with Safety Appliance Laws."

The Secretary was requested to communicate with the respective Superintendents and ascertain just what results, if any, had been accomplished since the posting of this order.

#### **Election of Officers.**

The meeting then went into regular election of officers to serve during the ensuing year.

Mr. J. E. Merion was nominated for President.

On motion the Secretary was directed to cast the entire ballot for Mr. Merion.

Mr. M. P. Deniston was nominated for Vice-President.

On motion the Secretary was directed to cast the entire ballot for Mr. Deniston.

Mr. G. B. Staats was nominated for Secretary and Treasurer.

On motion the President was directed to cast the entire ballot for Mr. Staats.

The in-coming President was anxious that a full representation be present at the February meeting, and with that in view, requested the Secretary to make special effort to bring out a full attendance.

Meeting adjourned.

A. J. O'REILLY,  
President.

G. B. STAATS,  
Secretary.

Indianapolis, Indiana, January 13, 1906.



## COLUMBUS DIVISION.

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**Regular Monthly Meeting of Central Association of Railroad Officers  
Columbus Division, held in Room 398, Union Station, Columbus, O.,  
January 10th, 1906.**

Meeting was called to order at 1:55 p. m. by President  
L. Ohliger, with the following representation:

B. & O. R. R.....	J. F. Irwin.....	Superintendent.
C. A. & C.....	W. B. Wood.....	Supt.
C. C. C. & St. L. Ry.....	W. G. Bayley.....	Superintendent.
Hocking Valley.....	R. S. Quigley.....	Superintendent.
	E. J. Powell.....	Master Mechanic.
N. & W. Ry.....	G. P. Johnson.....	Superintendent.
P. C. C. & St. L. Ry.....	L. Ohliger.....	Superintendent.
	W. S. Miller.....	Master Mechanic.
	W. T. Wolff.....	Special Agent.
Penna. Co., (Toledo Div.)	Otto Schroll .....	Superintendent.
	J. J. Walsh.....	Gen. Foreman.
T. & O. C. Ry.....	C. L. Gardner.....	Train Master.
	H. E. Passmore...	Master Mechanic.

Visitors: Mr. H. M. Patton, Local Agent, C. C. C. & St. L.  
Ry., Columbus; Mr. J. Wohrle, Chief Joint Inspector, Colum-

bus; Mr. Paul Jones, Superintendent, C. & M. V. Ry., Zanesville.

Reading of minutes of previous meeting was dispensed with and they stood approved as printed.

#### **Unfinished Business.**

##### **Proposed Revision of Interchange Car Inspection, Agreement and Rules.**

After liberal discussion, which developed the fact that members present were not prepared to finally dispose of the subject in point, on motion duly seconded and carried the Executive Committee on Joint Car Inspection was instructed to formulate Interchange Car Inspection, Agreement and Rules, that in their opinion would best meet the conditions at Columbus, and submit their recommendations to this Division at its next regular meeting and arrange for each member of Executive Committee on Joint Car Inspection to be present at the meeting to take part in the discussion.

#### **Reading of Correspondence.**

##### **Representative to Read Paper at Annual Meeting of the Association at St. Louis, May 28 and 29, 1906.**

Motion was offered, seconded and carried that President appoint a Committee of three (3) to select topic for a paper, and select member of this Division to read the paper at Annual Meeting of Central Association at St. Louis, May 28 and 29, 1906.

Acting on above motion President appointed Mr. W. G. Bayley, Mr. Otto Schroll and Mr. R. S. Quigley to serve on the Committee.

No Committees to report.

**New Business.**

**Standing Auditing Committee, Car Service Association.**

Motion as follows was offered, seconded and carried:

That a Committee, to be known as the Standing Auditing Committee, of the Columbus Car Service Association, to consist of the proper Accounting Officers of three (3) companies, members of Columbus Car Service Association, and having dominant interests therein, shall be appointed annually, in the month of January by the Executive Committee, to serve for the ensuing year or until their successors have been duly appointed; said Committee to elect its own Chairman, having charge of the accounting of aforesaid Association, and conduct the periodical examinations of its accounts, calling upon other members in rotation for such assistance as may be necessary.

Bill in the sum of \$13.34, this Division's proportion of the expense of Central Association of Railroad Officers for December, 1905, was approved and ordered paid.

**Election of Officers.**

On motion duly seconded and carried the Rules were suspended and following Officers elected by acclamation:

Mr. W. G. Bayley, President.

Mr. J. F. Irwin, Vice-President.

Mr. J. D. Berry, Secretary and Treasurer.

On motion duly seconded and carried the Rules were suspended and representatives of following named reads elected by acclamation to serve on Executive Committee, Joint Car Inspection, the Committee to elect their own Chairman:

P. C. C. & St. L. Ry.....S. W. Miller.....Master Mechanic  
T. & O. C. Ry.....H. E. Passmore ..Master Mechanic  
N. & W. Ry.....J. S. Pearce.....Master Mechanic  
B. & O. R. R.....G. J. Devilbiss....Master Mechanic  
C. C. C. & St. L. Ry.....G. Wirt .....Master Mechanic

On motion duly seconded and carried the Rules were suspended and Messrs. Cavanagh, Limer, Spangler and Wolff re-elected by acclamation to serve on Executive Committee for ensuing year, the President being Chairman of this Committee.

In appreciation of his courteous treatment of all members a vote of thanks was extended to Mr. Ohliger, the retiring President.

Adjourned 2:50 p. m.

W. G. BAYLEY,

President.

J. D. BERRY,

Secretary.

## TOLEDO DIVISION.

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**Regular Monthly Meeting of the Central Association of Railroad  
Officers, Toledo Division, held in Room 340 Valentine  
Building, Thursday, January 11th, 1906.**

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Meeting was called to order at 10:30 a. m. by President  
Quigley with the following representation:

Hocking Valley Ry.....	R. S. Quigley.....	Superintendent.
L. S. & M. S. Ry.....	H. J. Merrick.....	Supt. Trans.
L. S. & M. S. Ry.....	G. E. Husted.....	Agent.
Penna. Co.....	Otto Schroll.....	Superintendent.
Penna. Co. ....	W. T. Wolff.....	Special Agent.
Penna. Co. ....	G. W. Dennison .....	Agent.
Wabash R. R.....	J. C. Sullivan.....	Superintendent
Wabash R. R. ....	C. H. Newton.....	Agent.
D. & T. S. L.....	J. P. Main .....	Superintendent.
W. & L. E. R. R.....	W. P. Schaufele ..	Supt. Car Service.
A. A. R. R.....	J. F. Bratten ....	Car Service Agent.
T. & O. C. Ry.....	C. L. Gardner .....	Trainmaster.
M. C. R. R.....	D. S. Sutherland ..	Superintendent.
M. C. R. R.....	B. R. Donovan.....	Trainmaster.

M. C. R. R.....F. von Nostitz .....Agent.  
P. M. R. R.....H. E. Meyers .....Agent.  
Manufacturers' Ry. ....G. A. Dennis .....Agent.

**Question of Furnishing a Paper to be Read at Annual Meeting.**

The Secretary read the following communication from  
General Secretary, O. G. Fetter:

Central Association of Railroad Officers.  
Cincinnati, Ohio, Dec. 28, 1905.

To All Division Secretaries,

Central Association of Railroad Officers.

Dear Sirs: At a meeting of the Executive Committee of  
the Central Association of Railroad Officers, held in Room 10,  
Carew Building, Cincinnati, Ohio, Dec. 27th, I was instructed  
to advise you that your Division would be expected to furnish  
a paper to be read at the Annual Meeting, which will be  
held May 28th and 29th at St. Louis, Mo., and the subject of  
the paper and the name of the party writing same to be in the  
hands of the General Secretary not later than the first of  
March.

It is therefore important that this matter be presented  
to your Division at the next meeting and prompt action taken  
so we can carry out the wishes of the Executive Committee.

Will you kindly give this your personal attention, and  
oblige,

Yours very truly,  
(Signed) O. G. Fetter,  
General Secretary.

After some discussion the following was adopted:

**Moved,** That a Committee of three (3) be ap-  
pointed by the President to select a subject for dis-  
cussion and designate a member of the Association  
who will prepare the paper, the Committee to report  
at the next meeting.

The President appointed Mr. Otto Schroll, Mr. J. R. Horgan and Mr. J. C. Sullivan.

### **Interchanging Cars Under Load Requiring Chaining.**

The Secretary read the following communication from the Standing Committee on Interchange Inspection, advising that the Committee had adopted a plan of allowing chains to remain on cars when interchanged, with the following recommendations for carrying out this practice:

First: Clearing house to be established under the jurisdiction of the Chief Interchange Inspector, who will make monthly statement to each road showing the number of chains delivered to and received by the various roads in Toledo Territory. To furnish him information to compile statement, receiving road's Inspector will be required to make out hold card in each instance of cars under chain, giving size of chain and estimated length, card to be held by the Chief Interchange Inspector and stub of same mailed by him at once to the delivering line. Receiving Inspector's record will be all necessary information for the Chief Interchange Inspector, the receiving line not being required to hold car for his inspection.

Second: Clearing house statement is to be made out and mailed to each road on or before the 5th of each month and settlement effected between roads interested individually within thirty (30) days after the end of the month covered by the report.

Third: It is to be understood in making settlement for chains that same will be of equal value, the road to whom the chains are owing to be the judge.

Fourth: The method of returning chains shall be agreed upon between individual roads.

Fifth: We would recommend that chains be

billed for between the roads at interest as follows:

$\frac{3}{4}$  inch chain, each \$5.00

$\frac{7}{8}$  inch chain, each \$6.25

1 inch chain, each \$9.00

After some discussion the following was adopted:

**Moved,** That the resolution adopted by the Standing Committee be approved by this Association.

On motion, adjourned to meet Thursday, February 8, 1906.

R. S. QUIGLEY,  
President.

JOS. DAHM, JR.,  
Secretary.



## PEORIA DIVISION.

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**Proceedings of Regular Monthly Meeting held in Room 36, Union Station,  
Peoria, Ill., Tuesday, January 9th, 1906.**

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Meeting convened at 9:25 a.m., President Schaff in the chair.

### **Present.**

A. T. & S. F. Ry.....Not represented.  
C. & A.....Not represented.  
C. & N. W. ....S. M. Braden .....Superintendent.  
C. B. & Q.....J. W. Mulhern ....Superintendent  
C. R. I. & P.....Not represented.  
C. P. & St. L.....M. D. Schaff .....Superintendent.  
Ill. Cent. ....Not represented.  
Iowa Central.....Not represented.  
L. E. & W. R. R. ....Not represented.  
P. & P. T.....E. A. Burrill..V. P. and Gen. Mgr.  
P. & P. U.....Ph. Niederlander ..Superintendent.  
P. & E. ....M. A. Neville.....Superintendent.  
T. P. & W.....S. M. Russell.....Superintendent.  
Vandalia . . . . .F. H. Worthington.Superintendent.  
Vandalia . . . . .O E. Raidy .....Trainmaster.

Visitors: J. A. Lucey, Agent Iowa Central, Peoria; L. Page, General Agent C. B. & Q., Peoria; O. W. Manwarring, Car Accountant T. P. & W.

The minutes of the December meeting were read and approved.

### **Early Closing of Freight Houses.**

Memo: A joint meeting of railroad representatives and shippers was held at the Creve Coeur Club Rooms, Peoria, Monday evening, January 8th, at 8 o'clock, at which this subject was exhaustively discussed.

Chairman: I think there should be a time for closing freight houses. It is not fair to say we close at 5 o'clock, and then let a string of wagons unload until 6 o'clock, or later. Not fair to the P. & P. U., and not fair to the individual lines, as they do not know how to distribute their forces.

Mr. Braden: This is a deep subject, and one which affects the prosperity especially of the operating staff of railroads, to as great an extent as it can possibly affect the shippers. From the discussion last night, and my knowledge of the conditions at Peoria, it would seem that the main issue was slightly confused. To pass a resolution closing freight houses, when the purpose was to close a roadway leading to such freight houses, is a confusion of ideas. If the Local Agents meant "Close the Roadway," they should have said so. If to "close freight houses," that should have been said. The discussion was started under a cloud and confusion of ideas. Now I don't pretend to know the conditions at Peoria as thoroughly as I know them at Chicago. At Chicago we close the teamways at 5:30 p. m. At that minute the yard man stops every team, except those carrying perishable freight, and it would surprise you to know how many teams pick up a little perishable freight of their own, or get some from other jobbers, in order to get in. At 5:50 the doors are closed. We make it a point to have special doors at which special effort

is put forth to handle perishable freight, and the teamsters all understand that wagons with perishable goods have the right of way. After 5:30 these special doors are reserved for perishable consignments, and at 5:50 the doors come down, the boards are removed and cars sealed. At 6:05 the train is taken away, and whatever freight is left over remains on the trucks. We keep a vast number of extra trucks, upon which the freight is weighed, and the stower comes and gets them. Some days we clean up, but it is very seldom we are able to do so. Perishable freight, everybody knows, must go, and it goes. Now we have had meetings upon several occasions with the Chicago Shippers' Association and the Chicago Team Owners' Association, going over the situation carefully upon common ground, and these meetings have done good in many directions. The Chicago Shippers' Association and the Chicago Team Owners' Association, before calling for a meeting with the railroad people, had carefully checked every freight house and made memos of the disabilities each road labored under, and they were not backward in pointing out to the railroads their weak points, and saying that they know we do not come up to the full measure of our duty. Some of the conditions they have shown to exist appeared to be unknown to the Local Agents. From these meetings I have gleaned a lot of information. We do all we can to overcome the adverse conditions, and the result has been that from a delay averaging, approximately, fifty minutes per team, at all the freight houses combined, waiting to be unloaded, we have reduced the delay to fourteen minutes by cooperation. We told them where they were weak, and now they load both ways, and at the close of business they load at their shipping houses at night, moving the load to the freight house in the morning. Having loads both ways, they are saving a lot of money, and we are getting freight out more promptly and the conditions are much improved. In Peoria the practice is the same, although the circumstances may be a little different, and before we say to the shippers and team owners, or the Transfer Co., you must do so and so, let us correct our own disabilities. All of the tenants of the P. & P. U. are responsible for these ad-

verse conditions. It will not do for us to say to the shippers, "Deliver your freight steadily throughout the day and we'll take care of it." They have no sympathy with such a statement, and should not have. We should have facilities to take freight whenever they deliver it to us. The first thing we should do, should be to clean our own stables. Possibly we have not the authority to say what we will do. That is up to the owners of the P. & P. U., but we should recommend a betterment of our conditions, so that Peoria will not be discriminated against, and then go to the shippers and ask them to do their part. I think enough was said by the shippers last night to indicate that they are thoroughly alive to the situation, and they will correct their own defects.

Mr. Russell: The trouble seems to be in the delivery of freight. While I am not in favor of radical action, I think the discussion will do good, and that improvement will be seen. If the P. & P. U. are at fault, those faults will be corrected. We should not get into a squabble with Peoria shippers, but should work together. If we should hold freight here until morning, for fifty or one hundred miles out, we would have many complaints.

Chairman: We take freight to some point beyond, and peddle it back so as to make deliveries the following morning. We make the same deliveries for Peoria merchants that we do for St. Louis, hauling St. Louis business to points beyond, and peddling it back.

Mr. Braden: That makes a double cross haul at your own expense. I take the broad position that St. Louis has a right to a certain line where it can make good deliveries, and Peoria has also. That does not satisfy Peoria nor St. Louis. They are selfish, and want the best of it. In Iowa the distance rates cover this point. There are a great many jobbing centers in Iowa where the lines are fixed by law. Des Moines merchants can go just so far towards Marshalltown, and Marshalltown merchants just so far towards Mason City. These imaginary lines are made by law in Iowa, while in Illinois they are made by service. It is breaking down these lines when Peoria

freight is taken out and peddled back in the early morning, and when St. Louis freight is handled the same. They would both be as well off if the lines were recognized.

Mr. Russell: If some of the smaller jobbers would join in hiring teams so that a load could be delivered periodically during the day, instead of waiting and rushing it all down in one load late in the day, it would help the situation greatly.

Mr. Braden: We ought to be in a position to say, "Bring all your stuff by such a time, and we will take care of it." We advertise to do business; we should not ask a man who gives us business to pay out any additional money to assist us. The Traffic men solicit business on the theory that we will handle, and we must make good.

Chairman: I should like to hear from Mr. Mulhern on this subject, if he has no objections.

Mr. Mulhern: It would be presumptuous on my part to undertake to advise what to do in Peoria, as I am not familiar with the conditions, but I do know from experience that a rule can be adopted and enforced closing freight houses at 4:30 p. m., and that such rule will be satisfactory to all concerned. We had the same trouble at Kansas City, and changed the closing hour from 5 o'clock to 4:30. All the shippers were up in arms when we made the change, but after 30 days' experience they became reconciled to it, and now not one of them would go back to the 5 o'clock closing hour. So far as the Burlington at Peoria is concerned, 5 o'clock does not hurt us, as our train does not leave until 8:30, but that did not give us time enough at Kansas City, as our train left at 6:15. As Mr. Braden says, we should look around and see what conditions need changing. No doubt we will have to come to a 4:30 closing rule, or else enlarge our freight house facilities. The gist of the matter at Peoria, as I gathered it last night, is that the business has increased about 35 percent in the last five years, and has outgrown the facilities. On that account we must meet these changed conditions with changes in our methods of doing business, and considering the action taken

last night, and in view of the fact that Mr. Schaff stated to the shippers, on behalf of the railroads, that the proposed change would not be put into effect at once, I move that the action regarding closing freight houses at 4:30 be reconsidered.

Seconded and carried.

Mr. Braden: In this connection I want to say that I was wholly in sympathy with the resolution as originally passed, changing the hour to 4:30, but after listening to the discussion last night, I found, as usual, that there were two sides to the question. The railroads are asking the shippers to assume all the burden, and that is not right, nor a square deal. Before we pick the mote out of our neighbor's eye, we should take the beam out of our own. We should go into court with clean hands. Now I think is an opportune time for some action to be taken recommending to the powers that be who control the P. & P. U.—which is our agent—looking to enlarging our facilities, and if need be our forces. I think a Committee should be appointed by this Association to carefully study the situation at the P. & P. U. freight house. The P. & P. U. is the agent of the majority of the roads represented in this Association. Let this Committee ascertain what the deficiencies are, and recommend what ought to be done.

Mr. Russell: I think it would be well to include the C. B. & Q. and C. R. I. & P. also. It is the condition of the whole city that is much the same.

Mr. Braden: I grant this, and think, at any time, in movements of this kind, the Q. and Rock Island are found right alongside of us, and beat us to it. I suggest the Committee be made up to include one or both of these lines. The Committee not to act in a perfunctory way; to be made up of men acquainted thoroughly with the conditions at Peoria.

Mr. Mulhern: I move that the recommendations of the Local Freight Agents to close freight houses at 4:30 instead of 5 p. m. on five days of the week, and 12 m. instead of 1 p. m. on Saturday, be laid over until the next meeting, and that

the Agents be requested furnish a report showing the percentage of freight for shipment received by hours and by firms during the day, separating transfer freight from local freight.

Seconded and carried.

Mr. Mulhern: I now move that a Committee of three be appointed from this Association to look into the facilities and the manner of handling L. C. L. business at the different freight houses in Peoria, and report their findings at the next meeting, with recommendations.

Seconded and carried.

The Chair appointed Messrs. Worthington, Mulhern and Braden as such Committee.

#### **Switching Limits for Reclaim Purposes.**

Mr. Russell: I brought this matter up, thinking it was hardly fair to include Pekin in the switching limits. We have been forced to not only pay the 80 cents' reclaim, but to lose the cars as well.

The subject was discussed at length, various complications being shown to exist; for instance, a car delivered to an industrial road by one carrying line, might be reloaded by such industrial line and delivered to some other line than the one from which it was received, the delivering line being powerless in the matter. Mr. Manwarring stated the details of certain transactions. Mr. Lucey likewise stated the necessity for issuing an embargo, in order to avoid the misuse of cars by the industrial line.

Mr. Braden: I move that the subject be carried over till the next meeting.

Seconded and carried.

**Proposed Change in Local Reclaim Rule 7.**

A letter regarding this from J. R. Cavanagh was read, and, upon motion, was referred to the Local Arbitration Committee for recommendation.

**28 Hour Limit on Live Stock.**

Chicago, Burlington & Quincy Railway Company.

Office of General Agent.

Peoria, Ill., January 6, 1906.

A. J. Elliott, Secretary:

Will you kindly present to the Superintendents at their next meeting the question of delivery of stock from one line to another at Peoria.

It is claimed by some lines that they have the right to refuse stock shipments before the feed limit is up in case they haven't a schedule train that could take such stock to destination before the limit expired, while others claim that they have the right to make the delivery at any time before the feed limit expires.

(Signed) L. Page, G. A.

Mr. Braden: The latter contention is correct.

Mr. Page: We had 3 cars of stock for Fairbury arrive here at 7 a. m. The said limit would not expire until 2:30 p. m., but as the T. P. & W. morning train had gone, and they had no regular train out until evening, they refused to accept the stock from us until evening, and we therefore looked after the feeding.

Mr. Braden: They had no warrant in law or equity to do so. So long as stock is on our rails we look out for the Federal Regulations, but our responsibility should cease when we tender it to a connection.

Secretary: In connection with this, I have the action of the Local Agents, to the effect that "Stock en route 16 hours, on arrival at Peoria should be ordered to the stock yards, un-



less in the opinion of delivering line the receiving line can, by forwarding on first train, reach next junction within the limit." Mr. Porter, of the C. B. & Q., considered such action beyond the jurisdiction of Local Agents, and sent papers here for consideration by this Association.

Mr. Braden: While, as was stated at the last meeting, the Federal Department is not agitating the matter as vigorously as at first, yet between two lines the law has not been rescinded, and in case of any violation of law, where an action has been brought, the receiving line would be responsible, in the event that the 28 hours had expired. In other words, any line tendering delivery to a connection within 28 hours would be relieved of responsibility.

Mr. Braden: I move that the Local Agents' Association be directed to rescind their resolution, and restore the matter to normal conditions.

Seconded and carried.

Mr. Russell: I am not familiar with this particular transaction, but think that our people had the matter up with our Legal Department, and do not believe they acted without advice.

### **Annual Meeting.**

Secretary: I have a communication from General Secretary Fetter, advising that the Annual Meeting will be held in St. Louis, May 28 and 29, 1906, and requesting that this Division present a paper.

Chairman: I want our members to think about this meeting, and try and do something that will cause the Peoria Division to lend some color to the Annual Meeting.

After discussion, the Secretary was directed to write Mr. Worthington, asking that he present a paper upon some subject of his own choosing.

### **Hour for Meeting.**

Mr. Raidy: I am wondering if the hour of our meetings might not be changed until 1:30 p. m. instead of 9 a. m., to the advantage of many members.

Chairman: If there is no objection, we will announce the next meeting to be held at 1:30 p. m., instead of 9 a. m.

### **Telephones—New Company.**

Secretary: Recently some question arose in regard to the new phones, and in line with my custom whenever you have expressed yourselves positively and without ambiguity on any subject, I took it upon myself to send some messages and write some letters. On account of one suggestion, a General Agent has considered that I acted beyond my province in asking that a certain thing be done. If I have exceeded my duties, I should be glad to have you criticise me.

Mr. Niederlander: In the absence of any meeting, or during the interim between meetings, it is the province of the Secretary to act in furtherance of our interests and to the protection of our agreements, and, until he is called down by some of our members. I do not think he ought to solicit a call down.

Mr. Russell: The Secretary is our permanent representative, and it is entirely within his province to act in such matters.

Mr. Mulhern: I think it would be well for him to confer with the President as soon as possible, as two heads are better than one.

Secretary: In this matter I did as soon as possible, but the occasion seemed to call for action by wire.

Chairman: So long as I have been President, I have been ~~oria~~ several times during the month, and the Secretary ~~ays~~ spoken to me of anything that had arisen, and he

has never taken any action that did not meet with my hearty approval.

Mr. Niederlander: I have given instructions to our Agent not to allow any wires to be stretched to our buildings or grounds without authority from the General Manager.

Chairman: We will hold this matter over until the next meeting.

Adjourned at 12:10 p. m.

M. D. SCHAFF,  
President.

A. J. ELLIOTT,  
Secretary.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, January 12th, 1906.**

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The meeting was called to order at 10:30 a. m., with  
President Ryder presiding.

The representation was as follows:

Armour & Co.....	P. D. Galarneau.....	Supt.
B. & O. S-W.....	J. B. Grice.....	Frt. Agent.
	H. G. Kruse.....	Train Master.
C. B. & Q.....	J. A. Somerville...	Supt. Terminals.
C. B. & Q.....	C. M. Morris.....	Local Agent.
C. B. & Q.....	O. E. Garvens..	Agent, E. St. Louis.
C. B. & Q.....	D. T. Taylor.....	For. Car Dept.
C. & E. I. R. R.....	Not Represented.	
C. & A. R. R. ....	E. Ryder . . . . .	Superintendent.
C. & A. R. R. ....	Wm. Pratt.....	Local Agent.
C. C. C. & St. L. Ry.....	Hadley Baldwin . . . . .	Supt.
C. C. C. & St. L. Ry.....	R. R. Harris . . . . .	Agent.

C. P. & St. L. Ry.....	M. D. Schaff.....	Supt.
	F. W. Brown.....	Agent.
Gen. Car Service Ass'n..	J. F. Roach.....	Manager.
Illinois Central R. R.....	C. L. Ewing .....	Supt.
Illinois Central R. R.....	R. O. Wells.....	Agent.
L. & N. R. R.....	*Jno. Fitzgerald .....	Supt.
L. & N. R. R.....	P. F. Button.....	Agent.
M. K. & T. Ry.....	A. E. Boughner.....	Supt.
M. K. & T. Ry.....	E. J. Lampert.....	Agent.
Missouri Pacific .....	E. F. Kearney....	Supt. Terminals.
M. & O. R. R.....	E. W. Moore.....	Supt.
M. & O. R. R.....	A. L. Pollard.....	Agent.
Morris & Co.....	T. R. Buckham....	Asst. Gen. Mgr.
Morris & Co.....	E. W. Berndt.....	Car Foreman.
Morris & Co.....	E. J. Frame.....	Traffic Mgr.
St. L. & S. F. R. R.....	B. W. Moore.....	Supt. Terminals.
St. L. & S. F. R. R.....	Jno. D. Fidler....	Frt. Claim Agt.
St. L. & S. F. R. R.....	H. M. Robinson....	L. Frt. Agent.
St. L. & B. E.....	C. S. Darrach....	Supt. Frt. Traffic.
Southern Ry. . . . .	C. G. Walker.....	Agent.
St. L. K. C. & C.....	Not Represented.	
St. L. T. & E.....	Not Represented.	
St. L. Transfer Co.....	Not Represented.	
St. L. Nat'l Stk. Yds....	J. H. Hohl.....	Supt. Terminals.
St. L. & S-W. Ry.....	W. H. Calvert.....	Agent.
T. St. L. & W.....	D. Marks.....	Foreman Car Dept.
T. St. L. & W.....	D. E. Dullea.....	Gen. Foreman.
T. R. R. A.....	J. J. Coakley .....	Superintendent.
T. R. R. A.....	J. J. O'Brien.....	Supt. Car. Dept.

Vandalia R. R. ....J. E. Meehling...Master Mechanic.  
Vandalia R. R. ....John Fitzpatrick .....Agent.  
Wiggins Ferry Co. ....Geo. Hannauer . ....Supt.  
Wiggins Ferry Co. ....H. E. Watkins....Agent, St. Louis.  
Wiggins Ferry Co. ....C. J. Snell.....Agent, E. St. Louis.  
Wabash R. R. ....J. E. Taussig.....Supt. Terminals.  
Wabash R. R. ....John Roederer...Local Frt. Agent.  
Int. Car Transfer Co.....Geo. Hannauer . ....Supt.

Chas. Waughop, Chief Interchange Inspector.

\*Represented by H. D. Hughes, Chief Clerk.

Chairman: Unless there is some objection, we will dispense with the reading of the previous minutes and consider them approved.

No objection.

#### **Unfinished Business.**

##### **Car Interchange Bureau.**

Secretary: The first item under the had of "Unfinished Business" is the proposed organization of a Car Interchange Bureau. This question is open for discussion.

Chairman: It might be well for the Secretary to again read the report presented by the Committee of the Local Freight Agents' Assn. in this connection.

Secretary reads report.

Mr. Ewing: I think it would be well for Mr. Wells to outline the history of this proposition. He is, I think, perfectly familiar with it.

Mr. Wells: Mr. President, representing the Local Freight Agents' Association of St. Louis, in connection with this proposed Car Interchange Bureau, I wish to say that, promptly

upon the matter being referred to us by your Association, it was discussed at considerable length. The proposition appealed to us as a favorable one and it was decided to appoint a committee to investigate the matter, and report as to the advisability of establishing such a bureau in connection with the terminals of St. Louis and East St. Louis. The committee was appointed—it held a meeting, discussed the situation, and concluded that the proposition could best be handled through two sub-committees; one to investigate the conditions on the west side, the other, the conditions on the east side. This plan was followed out, resulting in unanimous recommendation of the entire committee that the plan could be carried out to good advantage. The committee's report was looked upon with favor by the Association as a whole, and our Secretary was instructed to send your Association a copy of the committee's report, as a reply to your communication submitting the proposition to us. While in some isolated cases, the scheme may not be looked upon with favor, on account of involving some additional expense, we consider that, on the whole, it is a move in the right direction. Like all matters and things untried, this proposition may be said to be in a theoretical state, at least in so far as its application to the terminals of St. Louis and East St. Louis is concerned, and it will ever remain so, until its practicability has been established. The present day tendency of the business world is toward consolidation, as consolidations mean economy in operation.

In this proposition we see opportunities to consolidate the work of yard clerks; also opportunities to consolidate records; both resulting in economy far more reaching than appears on the surface. The idea is, to consolidate the present seal records, and per diem interchange reports, thereby eliminating, at least the work of writing the records once, on all cars interchanged through these terminals, which interchange amounts to probably three hundred thousand cars per month. We also see in this proposed arrangement, an opportunity to take the seal records at the actual point of interchange, which, at the present time is not being done, at least in a great many

instances, and where the seal record is not taken at the actual point of interchange, it is not a reliable record, and therefore, places the responsibility for loss, in the settlement of claims involving seal records, with the line that holds the faulty record. The arrangement also contemplates a more reliable seal record, and car interchange report. The record will be taken by one man for both lines in interest, which will do away with endless disputes which arise under present methods. When the record is taken by the junction clerk, from the cars, immediately after they are placed on the interchange track, it will be checked against the billing, and against the record of the car inspector, who is located at the same junction. In thus obtaining a more reliable record disputes above referred to will be eliminated, which means an enormous reduction in correspondence now going on between local agents and freight claim agents in settling disputed seal records, which also mean a more prompt settlement of claims—an improvement which will be looked upon with much favor by our traffic departments. It also means an enormous reduction in the volume of correspondence now going on between local agents and Car Accountants in tracing record of cars due to incorrect car numbers, or initials, or both, being reported to the Car Accountant's office.

While it may be necessary at some points for junction yard clerks to perform internal yard clerk duties owing to the light volume of business interchanged, it is expected that, as a general proposition, yard clerks located at junctions will devote their entire time to junction records. These clerks will be required to make a sufficient number of manifold copies of interchange records to supply the necessary reports to the agents interested, probably four copies, one for each of the two agents interested, and one for the Car Accountant of each of the lines interested, these reports to show car numbers, initials in full, kind of car, whether loaded or empty, condition of lading (if on open cars), seal records, condition of ventilators, hatches and plugs, amount of ice in ice boxes of refrigerator cars, if under refrigeration, etc. Clerk will also be required to card all cars for switch, train, or home



movement, as may be required by the receiving line. He must also handle the transfer way bills in accordance with current instructions given by the Agents interested. The book seal record, from which the reports will be copied, should, when completed, be filed for permanent record with the joint agent.

If the Car Accountants could be induced to accept a copy of the interchange record made by the junction clerk, which many of them are not doing at the present time, on account of some additional information being required, it would save the local freight offices the labor and corresponding expense of re-writing the junction reports which they are burdened with under the present arrangement. It is therefore recommended that this feature be given serious consideration by your association.

It is further recommended, that the salaries of the junction clerks be arranged for by the lines in interest at each junction, same to be paid, however, on the rolls of the joint agent.

It is further recommended, that the salaries of the joint agent and the necessary clerical force, together with office and incidental expenses, be paid on a basis to be determined by the proper officers of the lines in interest.

In submitting these statements and recommendations, it is expected that at least some of them will be met with opposing views. A number of the local agents are present, however, and are prepared to answer any questions which may arise in the discussion of the proposition.

Chairman: Gentlemen, you have heard Mr. Wells' remarks, the recommendation of the Local Freight Agents' Assn. and the Denver plan.

Mr. Kearney: What is the Denver plan at present?

Chairman: Secretary will please read the description of the Denver Bureau. (Secretary reads it.)

Mr. Wells: For the purpose of explaining a little more in detail one of the good ideas in this bureau, I would like to explain to this meeting some of the conditions that exist

at the present time in the interchange of cars on these Terminals. In many instances lines will take their deliveries into the yards of other connections and in some instances an interchange track is set aside between two junctions for that purpose. In the former case for example, the Illinois Central makes delivery to the Terminal in East St. Louis. Delivery is made up in our inbound train yard, which is located probably four miles distant from the point at which the cars are delivered to the Terminal. It is the custom for our yard clerks to take the seal record of the delivery as soon as it is made up. Under ordinary conditions the delivery will move to the Terminal promptly after the seal record is taken—but in case of congestion on the Terminal, the delivery may not be made for six or twelve hours. In the latter case the result is our seal record is made while these cars are in our possession, or six or twelve hours before the delivery to the Terminal. When a claim comes up, we say the car was delivered to the Terminal under such and such seals; the Terminal say car was not sealed when they got it. The result is an endless amount of correspondence between the Freight Claim Agents and the Local Agents. In the case of interchange tracks that are used jointly, it is the general practice for the receiving as well as the delivering line to have the yard clerk located at that junction. Delivering line's yard clerk takes the seal record when the car is placed on the connection. Receiving line's yard clerk comes along, makes another record at the same place and about the same time. That is double work and we consider that it is unnecessary. That is one of the good features about this proposed Bureau. The other good feature is in the case that I mentioned in the interchange with the Terminal, namely, that the record will be taken at the actual point of interchange. It is proposed that this joint yard clerk in the Terminal yard will take the seal record promptly after he makes delivery. He will make the necessary manifold copies of that report and furnish my office with such copies as I may require. Another feature of our recommendation is, that the present seal records and the per diem interchange reports will be consolidated. The idea is to establish a uniform blank

for that purpose. In consolidating these two records, we do not save altogether the writing of one report, but we do save the writing of duplicate seal records against those car numbers—that ought to count for something, and on the whole we believe in figuring out the conditions as they are found to exist at the various interchange points, that we can consolidate the work and in many cases do it cheaper and more satisfactory. That statement will probably be challenged, but I think the Agents here can defend it.

Mr. Kearney: I would like to ask if the same thing could not be accomplished by having simple joint yard clerks at all interchange points without the necessity of the Bureau referred to in the Denver scheme. Is not that what it resolves itself to in the long run—simply join interchange clerks? The interchange clerks governing those particular interchange points, referred to by Mr. Wells, should be joint between the Terminal and the Illinois Central. If that was the case, would not that accomplish the same thing, or a great many of the benefits referred to in the Committee's report, without the necessity of having an additional Bureau, through which all the business would have to be handled? I am asking for information with a view to bringing out some of the weak points in this proposition.

Chairman: You are right in doing so.

Mr. Wells: That same question came up in the discussion of this matter by the Local Agents and it developed that in some cases such joint yard clerk arrangements do exist at the present time, and in almost every instance the Agents stated that the yard clerk always leaned toward the company that pay him his money, and they stated also that joint yard clerk service was not satisfactory for that reason. It is figured that if this Bureau is organized and the yard clerks are put under the Bureau Agent, they will be neutral, that they will work just as faithfully for one line as they will for another.

Mr. Coakley. I note the committee recommends that the salaries of these clerks be regulated by the Agents interested. Do you not think this will have some influence on the clerks?

Mr. Wells: I do not think that will have any bearing or influence upon the yard clerks, but will have just as much to do toward regulating the salary of a clerk between the Illinois Central and the Wiggins as the Agent of the Wiggins. We find it would be better to regulate the salary in that way for the reason that the Agent interested understands thoroughly what is required of these junction clerks. The work required is not the same in all instances; for instance, our company has a very complicated system of running cards. It requires a very good yard clerk to card our cars preparatory to putting them into the trains in the proper order. Some other road may have a short line and their carding may be simple. Therefore, we are in better position to know what is required of our yard clerks.

Mr. Hannauer: Mr. Chairman, this matter has been given considerable thought and attention by our people and we feel that the cardinal principle of this thing must be the absolute neutrality of the Bureau. We feel that the joint Agent, if there was such an Agent, must have full power and must decide everything. The men must be carried upon his pay roll and I believe that he too should determine the salaries. I think, of course, recommendation should come from those who are directly interested, but the Joint Agent could settle all those things, because if there is any other arrangement, one Agent is liable to insist on good pay or better pay, and the other Agent on lower pay and that possibly would have its effect on the employe. I think the fairness of our position in this will be readily recognized. We believe, too, that the Joint Agent should have his office expenses divided equally by the lines. Also that his duties should be limited by the rules. I can see very readily how a proposition of this kind can be developed into one large clearing house. We must limit his duties to reasonable extent, or else the thing will get to be a great big expensive proposition for us. In other words, we would soon have him settling per diem disputes and go into other matters that we are now settling ourselves and with our own forces. He would be giving a lot of seal records

to Claim Agents and passing opinion on matters of that kind, if we did not simply limit him to the employment of joint interchange clerks and to the making of the necessary records and the performance of such duties as fall to the interchange clerks. Let us all handle our own per diem matters, our own claim matters and keep the Bureau out of that part of it.

Chairman: You would not object to the information of the Bureau being open to all the lines interested?

Mr. Hannauer: No, sir, but I believe some of the recommendations that I have heard here go a little bit too much into detail as to the duties these joint interchange clerks would have to perform. I think you are requiring a little more of them than is really necessary, or should devolve upon interchange clerks. I know with the limited time that we have for handling perishable, we would not have time to do all of the things that are prescribed in the rules. However, that is not a serious matter. The proposition as we see it now, will cost us something more for interchange clerks. We believe that there will be some decrease in our car record office; the fact that just one record will go to the Car Accountant of both lines, will do away with much of the discrepancy work, which we now have in Car Accountant's office. I believe too that the records would be more reliable and that there is something to be gained in that direction. The whole proposition, if it could be worked out without much additional cost, and upon strictly neutral lines, will be acceptable to us.

Mr. Ewing: I think the broad basis suggested is a good one, but I am like Mr. Hannauer. Had we not better go into it a little further and see what it would cost us to establish this bureau? We cannot figure on an Agent at \$85.00 a month, but will have to pay him at least \$150.00. We will have to pay \$75.00 per month for yard clerks. Why not let this go back to the Agents and have them figure out how many clerks it will take, what it will cost and show comparison with the present cost; how much reduction it will make for the Illinois

Central or any other road, and then we will be in position to say whether we want it.

Mr. Kearney: I agree thoroughly with what Mr. Ewing has said and have put off making a motion to see what the discussion would bring out. I believe the scheme is a good one, but I do not think we can get unanimous action except in one way and that is, for the appointment of a Committee. I would suggest the appointment of a Committee to co-operate with the Agent's Committee and draw up an agreement in detail, together with a statement of what the cost will be to each line as compared with the present cost, and then try to get the approval of each individual line; that is, let the agreement be submitted in the regular way to a letter ballot and see how many roads will adopt it. I therefore move that this matter be referred to the Transportation Committee of this Association and to the Agents' Committee for the purpose just mentioned.

Mr. Baldwin: I second it.

Mr. Wells: The Local Agents have gone into this feature of the question. They figured out the present expense as near as it was possible to do so and they have also figured out the probable cost under the proposed arrangement. In some cases it was figured that the roads could make a reduction in their present expense; in other cases it was figured that there would be some increase. The net results showed an increase of about \$350.00 for all the roads on both sides of the river. Our investigation also developed that many of the lines claim to be short of yard clerks at the present time, that is, they claim they do not have sufficient yard clerks to handle the business. Of course we have drawn up no agreement but have gone so far as to figure out the expense for each line.

Mr. Hannauer: That will be that much work done for the Committee.

Mr. Moore (Friseo) expressed himself as being in favor of the proposition and among other things said: Mr. Hannauer's remarks as to this plan developing into a clearing-house

is one which the Superintendents themselves should study individually. If this Bureau is established, it would eventually develop to that, and if it does, it is going to be one of the grandest propositions that St. Louis, as one of the greatest interchange points, ever had. It will save, probably in each year, the salaries of from fifteen to twenty-five men in the Car Accounting offices.

Mr. Coakley: As a matter of information, I would like to know if there is any other Terminal where this plan has been tested?

Chairman: So far as I know, it has only been tested at Denver.

Mr. Coakley: Denver is no guide for St. Louis and I do not think the test there would be of much benefit to us. I would like to know whether the matter has been taken up by Agents of other cities outside of Denver?

Mr. Taussig: I figure if the Wabash goes into this plan it will cost them \$200.00 more than at present. We have only one point where we possibly could have joint clerks, as some of our interchange points are four or five miles apart.

Mr. Kearney: In that case, the yard clerks in either yard would be joint clerks, and make joint records of seals, etc., when cars are delivered to you or when delivered by you to another line. The clerk in the yard five miles away is your representative and he tells you the condition in which seals are when the cars arrive in the other road's yard; the clerk in your yard does the same for the other line.

Mr. Hannauer: I am in accord with the motion of Mr. Kearney, because I believe it will advance the consideration of this proposition. As I understand the motion, it proposes to put this thing in such shape that it can be laid before us and we can say we will go into this or we will not. Personally, I think the economy of the plan will depend largely upon the favor with which the various agents or the various roads look

upon it. In other words, if everybody is willing to concede a little bit and rearrange his work a little bit to get joint clerks, where joint clerks are feasible, I do not believe it will cost so much money. However, I am further of the opinion that if we start this thing at all, we will not start it unanimously. I believe this proposed agreement should be in such shape when it reaches us that as many as want to can go into it, and the rest can drop in later if they like or stay out if they prefer. I think that is what it will resolve itself into.

Chairman: You have all heard the motion. Those in favor of it will please signify by saying Aye.

Carried.

Chairman: I will exercise the prerogative of this office by including on this Committee Mr. Aylesbury of the Terminal and Mr. Ewing of the Illinois Central.

#### **Collection of Grain Doors at Elevators.**

Secretary: At the last meeting a communication was read from the Local Freight Agents' Association, advising this Association of their inability to carry out your instructions with reference to the collection of grain doors at elevators. After some discussion Mr. Waughop was instructed to have his Assistants watch the matter, see what disposition the elevators made of the doors taken out of cars and to report on the matter at this meeting.

Mr. Waughop: By personal observation, I find it utterly impossible to have a car go into an elevator loaded with grain but that the door is damaged to the extent of more than twenty per cent. As I look at it, the grain door bears the same relation to a car that the lining does, and I cannot understand why the elevator people should not be required to place in the car the broken grain door along with the good grain door as they certainly do not belong to them. At the Burlington elevator in the K Line yard the doors that do not belong to them are returned in the car in which the grain is



received. I believe they have a man whom they pay so much per door for collecting them. When a sufficient number is collected, the doors are loaded in a car and sent to the storeroom. I believe this is the only feasible manner in which to handle the business. It would be out of the question to ask the inspectors to look after this feature for the reason, as you gentlemen know, that the inspectors are located in some instances miles away from the elevator and would be unable to go there when the cars are unloaded to see if the elevator put the doors back in the car.

Chairman: You have heard Mr. Waughop's statement as result of his investigation. We would like to hear from some one else.

Mr. Hannauer: I would like to ask Mr. Waughop if the Q is able to enforce such a ruling at the Union elevator in East St. Louis?

Mr. Waughop: I do not think they are.

Mr. Somerville: This man that we have is paid so much per door. Doors belonging to this Company are properly taken care of and returned to the storeroom in carload lots. Doors in cars of grain from foreign lines are replaced into those cars and returned to the line from which they were received.

Mr. Ewing: What is the matter with having a joint man at each elevator to look after this matter?

Chairman: That is a good suggestion.

Mr. Somerville: At Kansas City the lines have a man at each elevator, and in some cases a man looks after two or three elevators, where the business is not heavy, who gather up the grain doors and return them by wagon to the respective lines.

Mr. Wells: As to the status of this matter: The Agents had authority from this Association to employ a man, as just mentioned, to gather up the doors. We secured the services of a man and he started out, but the elevator people would

not allow him on their ground, and for that reason we referred the matter back to this Association, and asked you to back us up in making charge against the consignees to see if we could not enforce the return of the door. I question in my mind, personally, whether that plan would work out, but that is the action taken by our Association nevertheless.

Mr. Ewing: Why do they wish to keep the doors?

Mr. Wells: If a car is delivered them for grain loading, which is for some reason not equipped with grain doors, they apply these second hand doors and charge the railroads up with them.

Mr. Waughop: The grain door has the same bearing to a car as the lining and there is no reason why we cannot compel the elevator to return the grain door as well as the broken part. The elevators allow two men fifteen minutes to unload a car of grain, and they have got to get into it, and they do. For the benefit of the car department, it seems a bad idea to put in a permanent door as the shipper is liable to nail the door to the door post, and when that is done a good, valuable door is gone. They smash it up just the same as a temporary door.

Mr. Wells: In accepting Mr. Waughop's explanation of this matter, I would like to know why he respects the rights of elevators to destroy a grain door if it has the same relation to the car as the lining?

Mr. Waughop: The doors are frequently broken, although due caution is exercised in taking them out. I believe, however, that the doors could be taken out without a greater loss than one in six.

Mr. Kearney: They have got to break the temporary door when the car is unloaded.

Mr. Hannauer: I do not believe that is has been the intention to charge the elevators for such grain doors as are destroyed in extracting the grain. I believe all this Association has asked was the return of the good grain door and the

remains of the broken one. Now, from what I have heard of this discussion it would seem that we went about it in the right way but all that is lacking is to give this man our moral and physical support. I think, if when the grain door gatherer goes through a certain yard, he is backed up by the watchman, for example, who says, "that is our property, you go get it." the elevators won't take our property any more than they would take a brass or any other part of a car. It is simply a matter of giving our man the physical and moral support to enforce our rights.

Chairman: The recommendation of the Local Agents is made on the basis of the elevator people refusing to permit the various railroads' representative to get these grain doors. We do not have anything of that sort in Chicago or Peoria. We pay eight cents per door that is collected in Peoria and get a carload very frequently. We pay ten cents per door in Chicago and they accumulate pretty fast.

Chairman: I would like to ask the Illinois Central if their cars are generally equipped with permanent doors?

Mr. Ewing: Formerly they were, but we are now equipping them with temporary doors.

Chairman: That is the experience of the C. M. & St. P. and C. & N. W.

Chairman: Mr. Hannauer has plainly stated that it seems to be a case of our doing something in the way of support.

Mr. Kearney: I suggest that the communication be returned to the Agents' Association with request to obtain a concrete and definite case against any elevator that refuses to permit the collection of grain doors on their property and to report it to this Association for action.

Chairman: We would like to hear from one of the Committee of the Agents' Association to whom this matter was referred.

Mr. Fitzpatrick: Mr. Wells has about outlined the situation. We employed a man to collect these grain doors, and

after the arrangements were made we ran up against this proposition, that the elevators would not allow him on their premises to take up the doors, and we felt that if we undertook to enforce the rule, they would probably take the matter up with the General Freight Agents, and might "sit down" on us. Not wanting to be "sat down" on, we deemed it advisable to get the backing of the Superintendents' Association.

Chairman: As I understand it, this man who was to represent the various roads had written authority to show these elevator people that he was there for that purpose.

Mr. Fitzpatrick: Yes, sir, and he was to return the doors to the various roads from which they were received.

Chairman: The refusal of the elevator people, I presume, was verbal, and the Agents received no written notice that the man would not be permitted on their property.

Mr. Fitzpatrick: It was all verbal.

Mr. Moore (Frisco): It seems to me necessary for this Association to notify the various elevators that we have a man for that purpose and ask their permission to secure our property.

Chairman: I think it would be best to handle the matter along the lines suggested by Mr. Kearney, and unless there is some objection, it is so ordered.

### **Correspondence.**

Secretary reads:

#### **Prompt Unloading of Freight Cars.**

Illinois Central R. R. Co.

St. Louis, December 23, 1905.

Mr. J. Rothschild, Secretary.

Central Association of Railroad Officers,

City.

Dear Sir: I think if all railroads with terminals in this city (St. Louis and East St. Louis) would

go vigorously to work to have their cars unloaded promptly, it would result in great benefit. I write to suggest that you, as the Secretary of the Superintendents' Association, issue a circular letter asking if they will not co-operate in a move to have cars unloaded promptly, both by their own labor and by consignees on their tracks. If consistent, please write such a letter and ask also that the matter be brought up for discussion at the next meeting.

Yours truly,

(Signed) A. N. Dale,  
General Agent.

Secretary: Mr. Dale's wishes in the matter have been complied with so far as issuing the circular is concerned.

Chairman: As no discussion is offered, we will file the communication.

#### **Union Tank Line Cars.**

Secretary reads:

St. Louis and San Francisco R. R.

St. Louis, Jan. 3, 1906.

Mr. J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
City.

Dear Sir: Recently my attention has been called to the construction of the New Union Tank Line cars, which should be brought before the Central Association, as to our Rules governing combination of defects, which entitles the Company receiving the car and transferring same to a load transfer card. I find that all the new steel cars of the Union Tank Line are so constructed that it is utterly impossible to form a combination of defects denoting unfair usage, owing to the fact that these cars are not equipped with either side, intermediate or end sills. This

should be brought before the Central Association for modification of the Rules regarding transfer of tank cars.

Will you kindly so handle.

Yours very truly,

B. W. Moore,  
Supt. Terminals.

Mr. Kearney: I move the matter be referred to the Executive Committee, Interchange Car Inspection.

So ordered.

#### **Annual Meeting at St. Louis, May 28-29, 1906.**

Secretary reads communication from the General Secretary calling upon this Division to arrange programme for next annual meeting of the Association to be held in St. Louis, May 28 and 29, 1906, and also to prepare a paper for that occasion.

Mr. Hannauer: I attended that meeting; in fact, I happen to be President of the Association, and I want to explain why St. Louis was selected as the place for the meeting. The eastern fellows objected to going any further west than St. Louis, and the western fellows didn't seem to be willing to go any further east, so it seemed to be a question of St. Louis. Some were willing to go to Chicago, but we have no Division at Chicago. I was not averse to St. Louis for one other reason, and that is we were not in position to give them the right attention, when they held the annual meeting here during the Fair, and I think this is a good chance to redeem ourselves and I would like to see it done.

Chairman: What is your pleasure in the matter toward the annual meeting?

Mr. Kearney: I move that this matter be left to the

Executive Committee of this Division, of which Mr. Hannauer is Chairman.

Mr. Ewing: I second the motion.

Carried.

### **Reports of Committees.**

#### **Improving Service of St. Louis Transfer Co.**

Secretary: The report of the Transportation Committee to whom this matter was referred is as follows:

Terminal Railroad Association St. Louis Merchants Bridge  
Terminal Company.

December 30, 1905.

Mr. E. Ryder, President,

St. Louis Div., Central Ass'n of R. R. Officers,

St. Louis, Mo.

Dear Sir: Your Committee on Transportation to which was referred the letter of Mr. A. de Figueiredo, Assistant Manager and Auditor of the St. Louis Transfer Company, in regard to the service furnished them by the different depots of the East Side Lines.

Your Committee beg leave to report that the complaint is too vague and deals entirely with generalities; that they are unable to go into the matter in an intelligent manner, and they recommend that this Association say to the St. Louis Transfer Company that in making complaints about service, that they give specific cases, giving this Association an opportunity to take the matter up in proper form, and your Committee also finds that a copy of Mr. Irwin's letter has been mailed to all the Railroad Agents at East St. Louis, which would be about all this Association could do with the information they have at hand from Mr. A. de Figueiredo.

Very respectfully,

J. J. Coakley,

B. W. Moore,

Jno. Fitzgerald,

Committee.

Secretary: In this connection, Mr. Ryder is just in receipt of the following communication from Mr. A. de Figueiredo, dated today:

St. Louis Transfer Company.

St. Louis, Jan. 12, 1906.

E. Ryder, Esq.,

Pres't St. Louis Div. Central Ass'n of R. R. Officers,  
St. Louis, Mo.

Dear Sir: By notice received yesterday, I am advised that the Committee on Transportation will report today on the subject of my communication addressed to you last month.

Owing to the traffic conferences now going on with reference to St. Louis Bill of Lading and this Company's connection therewith, it will be impossible for me to attend your meeting, and for that reason, ask that any discussion bearing on the subject of my letter be deferred until such time as I can be present, which I trust will be at your next meeting.

Yours truly,

(Signed) A. De Figueiredo,  
Asst. Mgr.

Mr. Kearney: I move this matter be tabled.

Duly seconded and carried.

**Report of Executive Committee, Interchange Car Inspection.**

Secretary reads:

St. Louis, Dec. 29, 1905.

Members Central Association of Railroad Officers,

St. Louis Division.

Members: The Executive Committee, Interchange Car



Inspection, met this day in Private Dining Room, Union Station, the following members being present:

E. W. Moore, Chairman,  
P. J. Hickey,  
B. W. Moore,  
J. E. Mechling,  
Jno. J. O'Brien.

Visitors present on invitation: Charles Waughop, Chief Interchange Inspector; L. W. Krake, Traffic Manager, and Mr. J. H. Hohl, Superintendent, St. Louis National Stock Yards; Messrs. Osborne, Vandyke and Berndt, representing the Car Department of Nelson, Morris & Co., and Mr. Garlarneau, Foreman, Car Department of Armour & Co.

The first matter taken up was the proposition of having the private car lines join the Interchange Car Inspection Agreement. The outcome of this matter is that the private car lines seem to be entirely satisfied with the Master Car Builders' Rules, under which they are working at present, and cannot see wherein they will be benefited by adopting the rules formulated by the Central Association. The St. Louis & O'Fallon R. R. also declined to come in.

Mr. Osborne, of Nelson, Morris & Co., however, expressed a willingness to join, providing the interchange of cars with his Company could be handled in accordance with M. C. B. Rules, his principal objection to the local rules being the acceptance of cars in these terminals with certain missing material which is not cardable.

The Committee feels that they have done everything within their power to induce these private car lines to come into the agreement, and suggest that the matter be taken up further by the Central Association if they care to do so.

#### **Joint Inspection at Interchange Points.**

The question of instituting joint inspectors at interchange points throughout these terminals was referred to the Sub-

Committee, in order that they might make a thorough investigation of the matter and report on same.

### **Defective Safety Appliances.**

Letter was read from Mr. J. A. Somerville, Superintendent Terminals, C. B. & Q., to the effect that his Company objects to Chief Inspector's circular No. 20, bearing on the acceptance of cars with defective sill steps and side ladders. Communication was read from Mr. Jno. Fitzgerald, Superintendent Terminals, L. & N., bearing on the same subject.

After due discussion it was

**Resolved,** In view of the action of the L. & N., C. B. & Q. and another line, toward Circular No. 20, this Committee recommends that said circular letter be annulled and that the Association act upon the matter with a view to bringing it to a satisfactory conclusion.

### **M. K. & T.—Wiggins Controversy.**

Papers were presented to the Committee by the M. K. & T. Ry., in case of controversy between that Company and the Wiggins Ferry Co., over the damage by fire to M. K. & T. car No. 9421, loaded with hay, on tracks of the Wiggins Ferry Co., June 8, 1904. The papers showed that the Wiggins Ferry Co. declined to pay for the damage on the ground that the car had been delivered to them in error, that the damage occurred while awaiting disposition of the car, for which requests were made both by phone and letter, and finally on the ground that the mere placing of the car on Wiggins rails did not constitute delivery in absence of proper forwarding data. The M. K. & T. does not agree with this position but insists that inasmuch as the car was damaged on Wiggins rails, they are responsible under M. C. B. and local interchange rules, regardless of the fact that the car was

delivered in error. Failing to reach a settlement of the question, the M. K. & T. referred the case to this Committee for a decision. Under the local rules in effect at this time, appeals to the Committee can only be made by the consent of both parties interested, but can be made to the Association direct without such consent. Under this rule, the Wiggins demurred in the action of the M. K. & T. on the ground that this Committee had no jurisdiction in the premises, that the question is one of law and transportation.

After due deliberation the following resolution was adopted:

It is the sense of this Committee that so far as the car damage in interchange is concerned, we believe the Wiggins Ferry are responsible, but in view of the fact that Mr. Hannauer does not feel justified in having this Committee handle the question, we hereby refer the matter to the Central Association for settlement.

Since the above action was taken the parties to the controversy have submitted the following statement of facts concerning the handling and damage to this car, which is signed by both of them:

#### JOINT STATEMENT OF AGREED FACTS.

On June 7, 1904, the M. K. & T. delivered into St. Louis Transfer Ry. (Wiggins Ferry Co.), Mound St. Yard in error, M. K. & T. 9421, loaded with hay, no W.-B. or other forwarding data accompanied the car.

On June 8th the car was damaged by fire on the tracks of the Wiggins Ferry Co.

The Wiggins Ferry Co.'s Car Department Foreman attached Pass Card (marked exhibit "A") to the car and returned the car to the M. K. & T. Ry. The Wiggins Ferry Superintendent subsequently repudiated this Pass Card, claiming it was issued in error.

The Chief Joint Inspector decided under date of Nov. 19, 1904 (marked exhibit "B"), that responsibility was with the Wiggins Ferry Co. (St. Louis Transfer Ry.).

Both parties to this controversy were at the time bound by the Local Interchange Rules, adopted Dec. 1, 1903.

Both parties were also bound by the American Railway Association Rules.

Both parties were also bound by the Rules of the Master Car Builders' Association.

Written or oral arguments to be presented to the Central Association of Railroad Officers by both parties to the controversy.

(Signed) Geo. Hannauer,  
Supt. Wiggins Ferry.

(Signed) E. J. Lampert,  
Agent M. K. & T. Ry.

**C. B. & Q. Bills R-755 vs. T. R. R. Ass'n**

In this case the Terminal objected to payment of bill on the ground that the defect card on which the bill was based was erroneously issued by the Chief Inspector or his Assistant, as damage to end brace in addition to end post did not form a combination for which the delivering line could be held responsible. The Chief Inspector admitted that the card should not have been issued, and as the Committee also agreed to that effect it was decided that the Terminal was entitled to a rebuttal card, which will adjust the matter.

**C. & A. Bills 74202, 74199, 72712, 73307, and T. St. L. & W.  
Bill No. 27670 vs. T. R. R. Ass'n.**

The Terminal objected to these bills for transfer of shifted loads, duly authorized by the Chief Inspector, on the ground that under the local rules the receiving line is obliged to adjust shifted loads at its own expense. The Committee decided that the bills as rendered are correct, that the loads must have been in such shape that they could not be adjusted

without transferring, in which case the delivering line is responsible.

**St. L. T. & E. vs. T. R. R. Ass'n.**

The St. L. T. & E. appealed to the Committee on decisions rendered against them for condemnable chipped flange wheels on St. L. T. & E. car No. 1144, and 1258, received from the Terminal Dec. 11th and 16th respectively. After interviewing the Chief Inspector closely in regard to these decisions, the Committee decided that they were honestly and impartially rendered and should stand.

**Movement of W. C. car No. 3224.**

Attention was called in our last report of the great number of moves made by W. C. car No. 3224 in these terminals. Chief Inspector, who was requested to look into the matter, reports that out of twenty-three movements made by this car, only two were on account of the car department, the balance being chargeable to the Transportation Departments of the various lines handling the car. It was thought originally that the mis-use of this car was brought about on account of numerous defects that it carried, but Mr. Waughop's investigation did not prove this to have been the case.

Several communications were read from the Sub-Committee and duly acted upon.

**Report of Chief Inspector.**

The Chief Inspector presented the following report for the purpose of showing some of the results of the present interchange inspection rules and organization, which the Committee considers commendable, indicating, as it does, a healthy state of affairs.

East St. Louis, Ill., Dec. 28, 1905.

Mr. Julius Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis, Mo.

My Dear Sir: For the purpose of bringing to the attention of the Executive Committee on Car Interchange, the amount of cars interchanged from September 20 to December 19, 1905, both inclusive, being three months, under the Rules which were effective September 20, 1905, I hand you below, statement showing the total number of cars held for defect cards, the number of claims carded, the number of claims disallowed, the number of cars held for transfer, total number of cars held for transfer and disallowed and the total number of cars of all kinds held. Also the total number of cars held at the National Stock Yards for two months, from October 14, to Dec. 13, 1905, both inclusive, showing the total number of cars held, the number of cards issued and the number of claims disallowed.

I wish, also, to give the Executive Committee a comparison between the transfers called for in 1904, from Sept. 20th, to Dec. 19th, both inclusive, and the claims for transfers during the same period in 1905.

I can only account for the excessive amount of claims for transfers last year compared with that of this year during these three months, to the reading of the present Rules, which require the Line Receiving to show to the representative of this office each claim on which transfer is demanded.

It clearly demonstrates that the Inspectors of the different lines have heretofore made claims for transfers on combinations of defects, which if seen, did not really exist, and knowing that the car has to be seen by a representative of all the Lines, from this office, under the present Rules, they have desisted from making claims for nearly all but legitimate claims.

Yours very respectfully,  
(Signed) Chas. Waughop,  
Chief Interchange Inspector.

**Total Number of Claims Made on Chief Interchange Inspector's Office, Sept. 20 to Dec. 19, 1905, Both Inclusive**

Total number cars carded .....	9842
Total number claims disallowed.....	4759
Total number cars transferred.....	155
Total number transfers disallowed.....	58
Total number Joint Evidence cards.....	11
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Total	14825

**National Stock Yards.**

(From Oct. 14 to Dec. 13, 1905.)

Total number cards issued.....	476
Total number claims disallowed.....	179
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Total.....	655

**Transfers.**

Total number claims for transfer made on Chief Interchange Inspector's Office, from Sept. 20 to Dec. 19, 1905, both inclusive.

Total number L. T. Cards issued.....	155
Total number transfers disallowed.....	58
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Total.....	213

Total number cars reported for transfer to Chief Interchange Inspector's Office, from Sept. 20 to Dec. 19, 1904, both inclusive.

Total number Load Transfer cards issued....	1575
Total number cars reported and no Stub sent in to C. I. I. Office.....	138
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Total.....	1713

Some other matters were considered on which the Committee is not yet ready to report.

At 2 p. m. the meeting adjourned.

Respectfully submitted,

B. W. Moore, Chairman.

Mr. Taussig: In regard to the private car lines becoming members of the Interchange Inspection Agreement, will state that Nelson Morris & Company have taken this question up with our General Manager. They stated that they were willing to come into the Association if the defects, for which cards would not be allowed, as covered by the Local Rules, would be rescinded, so far as they were concerned. I would recommend, and I believe we would all be better off if we would allow the private car lines to join this Association with the understanding that they would demand defect cards for missing material so far as they are concerned, under M. C. B. Rules, and not under the special rule in effect here. I do not think we should enforce this special rule so far as private car lines are concerned, and I move that we eliminate any special instructions that may be out which conflict with M. C. B. Rules, so far as owners' defects are concerned, and if we do this, I believe they would come in. I told our General Manager that possibly our Association would agree to this.

Mr. Hannauer: I must take ground against that position for the reason that we already have private car lines and large owners of cars in this agreement, who abide by its every term. I refer particularly to the St. Louis Refrigerator Car Company, which handles as many cars here as Morris & Company, also the A. R. T. Company, who are large car owners. I believe we should offer every reasonable inducement to the private car lines at the National Stock Yards to come into this agreement, even to the extent of admitting them to membership without charge. I believe such an inducement would be better than anything that would tend to complicate our rules and make a different class of the private car owners.

Mr. Buckham: We have tried the joint inspection for a period of thirty days at the Stock Yards and as a matter of



fact, there was no great hardship worked on us, through these exceptions, that is, they do not amount to much in the aggregate, but there is a fear expressed of establishing a precedent by our going back of the rules of the Master Car Builders' Association, of which we are members. Of course, in your delivering and receiving cars amongst yourselves, whatever you lose on account of passing defects without cards, you make up in delivering some like defect to some one else. With us, who are receiving all the time, it is not so; we do not get to recover at all. As I said, from our standpoint we have not suffered any from the joint inspection, but the other packers who are located at the Stock Yards, insist upon being governed by M. C. B. Rules, and I think if an exception could be made to apply inspection strictly under M. C. B. Rules so far as 'owners' defects are concerned, that it would do away with the difficulty of getting the packers to join. If the packers over there do not want to abide by the Association Rules and become members under the claim that they want M. C. B. Rules, it will put the Stock Yards in a very embarrassing position.

Mr. Kearney: The only reason for asking the private car lines to join, as I understand it, is simply to reduce the expense of the balance of the members.

Mr. Taussig: No, sir, I believe Mr. Waughop can explain why we should induce these companies to join.

Mr. Waughop: Subsequent to October 14th, the Joint Inspector was required to enter the Stock Yards for the purpose of settling claims; the Stock Yards were not regular members of the agreement, but were permitted to be members for a period of thirty days, to see how it worked out.

The Stock Yards were required to hold outside all cars destined to these plants to enable my assistant to make personal inspection, and in many cases this resulted in delays of from twenty-four to sixty hours—a detriment both to the Stock Yards and to the owner. If an ordinary box car is worth \$1.00 per day to a railroad, certainly a refrigerator car is worth \$2.00 per day to the owner. What they really object to in our rules is the acceptance of missing parts, which the railroads

now accept without defect cards. Any of these parts could be repaired and charged to the owner even though missing, but when they are offered in interchange, they become a penalty and under the M. C. B. Rules must be carded. As I understand it, they have expressed a willingness to pay \$10.00 per month, that it is not a matter of money with them but the principle of varying from the M. C. B. Rules. Personally, I think they will lose more in one month by not becoming members than they will gain in ten years.

Mr. Kearney: There are other companies in our interchange agreement who subscribe to all the rules and bear an equal proportion of the expense. If we change the rules for Morris & Company, we should change them for the other private car lines.

Mr. Hohl: The Stock Yards who are members of the agreement are the ones to suffer. The reason is that the packers will make their claims strictly under M. C. B. Rules and we being the delivering line to them, they demand defect cards from us. It would be very beneficial all around if you could induce these private car lines to come in.

Chairman: We would like to hear from a representative of Swift & Company or Armour & Company, if any are present.

Mr. Garlarneau: Our Mr. Sharp has addressed a communication to your Secretary, which fully sets forth his objections to joining your Association, which I believe it would be well to read.

Secretary reads:

Armour Car Lines.

Chicago, Ill., Dec. 6, 1905.

Mr. J. Rothschild, Secretary,

Central Association of Railroad Officers,  
St. Louis, Mo.

Dear Sir: I have your letter of the 30th and note the action take at your meeting held on the 29th ult.,

but I cannot yet see where it is going to help matters for this company to become members, or have any part in your Association. While it is true we take part in the inspection of cars to the extent of inspecting our own cars after they are delivered into our yard. As to the Chief Inspector visiting our yard, we have always extended to him the courtesy of the past, permitting him to enter our plant at any and all times for the purpose of conferring with our people on matters of interchange, but cannot agree to abide by his decisions, for the reason that in his position he is duty bound to render his decision under the rules of your Association rather than the Master Car Builders' Rules of Interchange—the latter being the only rules that we can recognize.

You are perfectly aware, and it is therefore not necessary for me to repeat what I said in my previous letter about the rules of your Association being perhaps beneficial to the railroad companies interested, yet in our case it would be unjust to ask us to accept cars from the delivering lines home with defects classified as "unfair usage," according to the M. C. B. Rules, and without card.

It is for these reasons and for other rules of your Association of which I am not thoroughly familiar, that make it seem to me impracticable for us to become members.

Yours truly,  
(Signed) W. E. Sharp,  
Superintendent.

Mr. Kearney: I do not think we should take any action on this question out of consideration to the Executive Committee. I am in favor of referring it back to that Committee for their recommendation.

Mr. Hannauer: I second the motion.

Chairman: What is your pleasure as to the balance of the Committee's report?

Mr. Hannauer: I move that we accept the Committee's report.

Mr. Kearney: I second the motion.

Chairman: It is now up to us to settle the M. K. & T.-Wiggins controversy. If there is no objection on the part of the companies interested, I would suggest that we postpone hearing the arguments in this case until our next meeting.

No objection, and so ordered.

There being no further business, upon motion duly made and seconded, the meeting adjourned at 1:00 p. m.

E. RYDER,  
President.

J. ROTHSCILD.  
Secretary.

## KANSAS CITY DIVISION.

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Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at Coates House,  
Kansas City, Mo., January 8th, 1906.

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The meeting was called to order by the President, Mr.  
J. P. Cummings, with the following representation:

A. T. & S. F. Ry. ....	H. W. Sharp.....	Superintendent.
C. & A. Ry.....		Not represented.
C. B. & Q. Ry.....	A. T. Perkins.....	Superintendent.
	J. P. Cummings....	Supt. Terminals.
	Dale Harman .....	Agent.
C. G. W. Ry.....	J. H. Lyman .....	General Agent.
	C. J. Blodgett .....	Agent.
C. M. & St. P. Ry.....	J. F. Richards.....	Supt. Terminals.
C. R. I. & P. Ry.....	G. W. Rourke .....	Supt.
	N. D. Ballantine...	Supt. Car Service.
K. C. Southern Ry.....	F. S. Rawlins.....	Supt. Trans.
Mo. Pacific Ry.....	E. A. Gould.....	Gen. Supt.
	E. K. Carnes.....	Sup't Terminals.
	R. P. Isitt.....	Agent.

M. K. & T. Ry.....A. D. Bethard.....Sup't Trans.  
St. L. & S. F. R. R.....J. E. Hutchison....Supt. Terminals.  
J. H. Ashley....Supt. Car Service.  
Union Pacific R. R. ....W. S. Basinger.....Supt.  
Wabash Railroad .....Richard Doyle .....Superintendent.  
K. C. Belt Ry.....Not represented.  
K. C. & W. R. R.....R. P. Isitt .....Agent.  
L. K. & W. Ry.....W. S. Basinger .....Supt.  
Q. O. & K. C. Ry.....W. H. McHattie..Car Service Agent.  
St. J. & G. I. Ry.....C. R. Hedrix.....Train Master.  
T. T. Gibbs.....Agent.

Those present from the Mechanical Department were as follows:-

Geo. McDonald, Gen'l Foreman, Car Dept., C. R. I. & P. Ry.  
F. D. Gimpel, Gen'l Foreman, Car Dept., Mo Pac. Ry.  
C. L. Peebles, Foreman Car Dept., Union Pac. R. R.  
F. W. Trapnell, Chief Interchange Ins., Kansas City, Mo.

President: The minutes of the last meeting I find have not been received from the printers. If it is desired we will have them read, or they can be passed upon at the next meeting.

Mr. Sharp: I move that the reading be dispensed with and the minutes be approved or not approved at the next meeting.

Motion seconded, put to vote and carried.

### **Unfinished Business.**

#### **Uniform Charge for Terminal Detours.**

President: The first thing is a report from the committee on a Uniform Charge for Terminal Detours. Mr. Hutchison, have you anything to report?

Mr. Hutchison: One member of the committee being new, I referred the whole file to him that he might familiarize himself with the subject, and he has not yet returned the papers and nothing has been done.

President: If there are no objections, the committee will be given further time. There being none, it is so ordered.

### **Checking Outbound Shipments.**

Secretary: I have a letter from Mr. Sharp of the Santa Fe under date of October 27, as follows:

Herewith some correspondence, relative to check clerk matter.

You will remember at recent meeting everybody said they were not doing this. Now, it seems that everybody is. Will you kindly take this matter up at next meeting and see, if it is possible, for the different operating officials to arrange so that their Traffic Departments will not interfere in the matter? If this thing gets a good start it is going to mean expense of \$20,000.00 or \$30,000.00 per year.

President: It seems that the Santa Fe makes charges against the C. M. & St. P., Wabash, Mo. Pacific, Burlington and Rock Island to the effect that they are sending clerks to check outbound shipments. Let us hear from the representatives of these five lines.

Mr. Richards, what do you know of this?

Mr. Richards: I am quite sure it is not being done, it is not done to my knowledge.

President: Mr. Doyle?

Mr. Doyle: I believe I raised the question first myself, and at the meeting here, everybody plead "Not guilty." So far as I know, the Wabash agent is not doing it.

Mr. Sharp: Mr. Doyle came up to the meeting and brought up the question and everybody said they were not doing it. I

am advised by our traffic department that the traffic department of some of the other lines stated that they would do it. The Traffic Department will call up the Agent's Chief Clerk and say to him "Send a Check Clerk over," and the man goes over. It is up to the Superintendents to instruct the Agents and the Agents to instruct their Chief Clerks.

Mr. Doyle: Our agent called my attention to the fact that if the practice continued, it would result in our having to send check clerks all over town, and naturally increase our expenses. I told our agent not to send check clerks out.

Mr. Isitt: We are not doing it so far as I know, and I am in a pretty good position to know. We did quite a long time ago, check in one or two cars of pipe, but we have not checked any outbound shipments. I will find out positively.

Mr. Cummings: The C. B. & Q. do not and have not for a long time past sent out clerks to check outbound freight.

Mr. Rourke: We have not done anything of this kind since I have been here that I know of. I believe that if it were being done, I would have knowledge of it. I am sure we are not doing it.

Mr. Sharp: I think the records will show that Mr. Harmon of the Burlington stated that they would do it. This was stated at a meeting of the General Agents' Association. I think we should play fair with the Wabash. Cannot we get some kind of a resolution through here that will prevent sending check clerks to check outbound shipments?

Mr. Perkins: I feel that I can safely say that Mr. Harmon is in sympathy with the agreement. I do not know under what circumstances this remark that is credited to Mr. Harmon was made. It is very easy to take some part of a subject and give it in an interpretation that was really not intended.

President: Resolution XXII says: "That all lines decline to furnish check clerks to check outbound shipments loaded at any industry, or on any team track except the team tracks of individual lines within the switching limits of Kansas City."



The C. B. & Q. Railway construe the words team tracks to mean the K. C. Belt and K. C. Southern as well as our own team tracks. I believe all Railroads will construe the rule the same way. Mr. Roe states in his letter to Mr. Sharp that the five lines in question are sending check clerks to check in carload freight which is to go forward, to any tracks in Kansas City, private or otherwise, where it is necessary to do so to secure the business.

I think Mr. Roe is simply working in the dark. He does not understand that Resolution XXII permits checking out freight on the Kansas City Belt and Kansas City Southern by all Lines.

President: What shall we do with the communication in regard to the subject of sending clerks to check outbound shipments?

Mr. Hutchison: I move that this question be made a special order of business for the next meeting, and in the meantime, that each line find out just what is being done in regard to furnishing check clerks, and come to the meeting prepared to give a full account.

Mr. Doyle: I second the motion.

Carried.

### **Switching Reclaim Rules.**

Secretary: The matter of Switching Reclaim Rules at Junction Points outside of Kansas City came before the Association in the form of a letter from Mr. Kouns. The correspondence was read at the last meeting and was passed over until this meeting.

President: Gentlemen, what shall we do with Mr. Kouns' communication?

Mr. Hutchison: I move that it is the sense of the Association that we have no jurisdiction in the matter, and that Mr. Kouns be so advised.

Motion seconded, put to vote and carried.

### **Inspection of Leaky Grain Cars.**

Secretary: The next is a report from the Committee appointed to investigate the question of having railroad car inspectors examine cars of grain which may be reported leaking at mills and elevators.

President: Mr. Rawlins of the Kansas City Southern is Chairman of the Committee, I believe.

Mr. Rawlins: The K. C. Southern has put the arrangement into force and passed the papers to the Chicago & Alton with the request that they be passed to the Wabash.

Mr. Doyle: The Chicago and Alton stated that they would put the scheme into effect, and the Wabash will too.

President: The Association cannot take action on the report of the Committee until we get the papers back from the Committee, therefore it will necessarily go over until the next meeting.

Mr. Sharp: I offer a resolution to the effect that all lines issue notice that they will not pay claims for leakage without the joint inspection between the Board of Trade and car inspector of the line on whose tracks the grain is unloaded and that all lines agree to furnish these inspectors on switch cars as well as their own cars.

Mr. Rawlins: I second the motion.

Motion put to vote and carried.

### **Handling Explosives in City Limits.**

Secretary: Under date of October 28, 1905, I received the following letter from the Excelsior Powder Manfg. Company: "We are having no end of trouble in handling carload shipments of Powder through this City from our mills at Holmes Park, Mo. These shipments come in via the Frisco and are turned over to the different terminal companies in this city and are transferred to connecting line. Possibly the different

R. R. Companies in this city are not aware of the fact that there is a city ordinance on the Statute books of the city with a penalty attached for holding carload shipments of Powder within the city limits over a given period of time. It might be well to call the attention of the different R. Rs. to this ordinance, for if anything should happen in the handling of one of these cars, they only will be responsible for the loss and damage done. In other cities where we have done business in the past, the different terminal R. Rs. had strict instructions to handle shipments of this nature promptly, so that they would not be held in the city limits. We trust you will give this matter the attention it requires, thereby saving us as well as yourself unnecessary trouble."

At the last meeting I was instructed to get a copy of the City Ordinance relating to explosives. I have made some extracts from the City Ordinance as follows:

**Section 373—Storage and Carting:**

Not exceeding three pounds of gun powder or gun cotton shall be kept or stored by any person in any store, dwelling, building or other place in this City, except that retailers or venders of gun powder or gun cotton in small quantities made for that purpose, keep any quantity not exceeding ten pounds in their place of business, in air tight tins or metal canisters or stone jars with good and closely fitted and well secured covers thereon, and also provided that dealers in powder may keep not to exceed one hundred pounds in portable air-tight iron magazines with handles, outside of their buildings.

**Section 375—Hauling Powder, Etc.:**

No person shall carry or haul or cause to be carried or hauled, any gun powder or gun cotton in any quantity, in or upon any vehicle in or through

any part of the City unless the same shall be secured in cans, boxes, or canisters sufficiently closed to prevent the grains of any portion from falling out, and be covered with a closely woven sheet of canvas or other cloth.

**Section 377—Concealing Powder:**

No person shall knowingly buy or cause to be bought within the corporate limits of this City any quantity of gun powder or gun cotton concealed in a box, keg, vial or package, or other thing marked or purporting to be other than gun powder or gun cotton.

**Section 379—Unloading Powder at Depot, Etc.:**

No captain, mate or other officer in charge of steam boat or other water craft, no conductor, brakeman or other servant, agent, officer or employe of any railroad or other company or corporation shall unload or discharge more than three hundred pounds of gun powder or gun cotton upon the levee or at or upon any depot or any other place in this City without first giving notice of his intention so to do to the Chief of the Fire Department, and complying with the orders or directions of said Chief of Fire Department, as to the time, place and manner of unloading or discharging same, nor shall any such captain, mate, conductor, brakeman, servant, agent, officer or employe or any other person discharge or unload gun powder or gun cotton in any quantity upon the levee or at any depot or any other place in this City unless the owner or consignee be present to take charge of such powder or cotton and remove the same immediately, except the same be so unloaded or discharged under the order or direction of the Chief of the Fire Department, as aforesaid.

**Section 383—No Gun Powder at Night:**

No vender or dealer in gun powder or gun cotton shall, under any circumstances, handle or move, or cause or allow to be handled or moved any gun powder or gun cotton between sunset or sunrise of any day.

**Section 384—Explosives, Oils and Fluids:**

No person, persons or corporations shall have, keep or store within the limits of Kansas City any inflammable or explosive oils or fluids; to wit: crude or refined petroleum, kerosene, coal, earth or rock oil, gasoline, naphtha, benzine, camphene or other products, substance or adulterations, or either of them or other like oils, fluids or substance, as except as herein provided.

President: What do you want to do with this communication?

Mr. Isitt: I move that the communication be tabled.

Motion seconded.

Mr. Doyle: I offer as an amendment to that motion that the Powder Manfg. Company be advised that there is no powder being delayed at Kansas City.

Amendment seconded, put to vote and carried.

Original motion carried.

**Switching Charge on Cars Set to Team Track to Finish Loading.**

Secretary: The question of switching charge on cars set from industries to team track to finish loading has been referred back to the Local Freight Agents' Association in

accordance with resolution of last meeting. The papers have not been returned, therefore the matter will have to go over until the next meeting.

#### **Car Rental on Cars Used in Switching Service.**

Secretary: I have some correspondence from the Milwaukee in regard to car rental on cars used in local switching service. The other road involved is the Frisco. The Frisco received a car from the Milwaukee for a firm located on Frisco tracks. The consignees reloaded the car from the Milwaukee elevator, and it seems that the Frisco claim they gave notice that they would retain car rental collected by them, but would allow the Milwaukee reclaim.

This is claimed to be a violation of Rule XXI which is as follows:

That every company in this Association make a charge of \$3.00 per car in addition to the regular switching charge to cover rental of cars used in local switching—local switching being such movements as originate and end in Kansas City or its immediate suburbs; the charge for rental to be collected by the Company on whose track the car is loaded, and turned over to the Company to which the car used may belong, if such Company is a member of the Association, and if not, to the road that brought the car into the City. The charge must be included in the current month's switching statement to the line to which it should be paid, with the notation "Car Rental" shown on the statement. Nothing herein empowers any Company to furnish cars of another Company for use in local switching without the permission of the road controlling the cars. The charge for car rental shall neither be waived nor remitted without the consent of this Association. Packing houses and other establishments using their own cars for local switching shall not be charged rental on such cars.

Mr. Ashley: We take the position that the car rental on a car used in local switching service should be retained to protect us against any reclaim. It is a stand that Mr. Gray as an operating official took. In looking over the files, I find it never went before the Association.

The Wabash delivered us cars to go to the Rosedale Elevator to be loaded out on the Wabash. The Elevator instead, loaded the cars to the Kansas City Belt. Before we allowed the cars to go we got permission to set the cars to the Belt. The K. C. Belt made reclaim for \$1.00 and the Wabash asked for the car rental. We declined to pay it.

President: The Milwaukee brings to the attention of the Association the fact that Rule XXI has been violated on the part of the Frisco. What shall we say to the Milwaukee?

Mr. Isitt: What is the position of the other Divisions?

Mr. Ashley: In St. Louis, the line that collects the rental retains it to protect them in the reclaim.

Mr. Perkins: I move that the Secretary reply to the Milwaukee that it is the sense of this Association that Rule XXI is still in effect; that the Frisco as a party to the agreement have agreed to the rule and that it is the sense of this Association that the money collected by the Frisco should be paid to the C. M. & St. P., and that if any road desires a revision of the rule, it be taken up in the proper manner and discussed.

Mr. Richards: I second the motion.

Motion put to vote and carried.

#### **Reclaim on Car Account Delivered in Bad Order.**

Secretary: Here is a case where the Frisco refuse to allow the Milwaukee three days reclaim on a Milwaukee car delivered by the Frisco to the Milwaukee, which had to be transferred account bad order.

Mr. Edgcomb writes Mr. Adsit as follows: "I return here-

with statement certified to as correct with the exception that we have cut out of your reclaim car 45630 Milw., as we are advised by our Car Service Superintendent reclaim should not be allowed any line on their cars."

Mr. Adsit sends the correspondence to me with the following letter: "Under Article No. 8, should not the Frisco allow us three days reclaim on car 45630, account coming to us in bad order?"

President: This is a question on the construction of Rule VIII of the Interchange Inspection Rules. The Rule is as follows: "In case a loaded car in need of repairs is delivered and transfer of the load is necessary in order to make such repairs, the Chief Interchange Inspector shall give the receiving road an order to make the transfer and charge the cost of the same to the road making the delivery; receiving road entitled to three days' per diem reclaim, under this Article, to be paid by the delivering road."

What shall we do with the communication from the Milwaukee?

Mr. Rawlins: The Milwaukee is certainly entitled to reclaim as provided in the Rule. The fact that it was a Milwaukee car ought not to make any difference.

President: Mr. Richards, how would you figure a case like this? Suppose the M. K. & T. are blocked and are not in position to receive cars from the Santa Fe. They serve notice, under per diem rules will make reclaim unless you take the cars by midnight. It happens that there are 25 Santa Fe cars in the string. Are they entitled to per diem under per diem rules?

Mr. Richards: I figure that if the Frisco had repaired the car the Milwaukee would have received the per diem.

Mr. Rourke: The defects may have been due to some old defects or on account of the condition of the car. I move as a resolution that the Milwaukee is not entitled to reclaim on their own car.



Mr. Bethard: I second the motion.

Mr. Sharp: It strikes me that it should not make any difference who owns the car. The rule does not say it makes any difference whether they own the car or not.

Mr. Ashley: I contend if this was a foreign car the reclaim would have been allowed without question.

Mr. Perkins: I think this is a matter of opinion. rule is left in a very indefinite shape, and what we have to decide is what is a reasonable interpretation of the rule.

Mr. Richards: It seems to me that the rule is proper and covers the case and is fair for all.

Mr. Isitt: Since there is a difference of opinion, if we make a hasty decision in regard to this rule, it will open up at a later date and there will be further contention.

Motion put to vote and lost.

Mr. Isitt: I move that the matter be referred to a committee (appointed at the discretion of the chair) for investigation and recommendation as to interpretation of Rule No. VIII.

Motion seconded, put to vote and carried.

President: I appoint on that committee, Mr. J. H. Lyman, of the C. G. W., Chairman, Mr. G. W. Rourke, of the C. R. I. & P., and Mr. R. P. Isitt, of the Mo. Pacific.

### **New Business.**

#### **Disposition of Money Received by Stock Yards Company Account Sale of Strays.**

Secretary: I have a letter addressed to Mr. Sharp from Mr. Fox, of the Santa Fe, in regard to disposition of money received by the Stock Yards Company account sale of strays. (Letter read.)

President: Mr. Sharp, as chairman of the committee, do

you believe the local officials can do anything with the Stock Yards Company?

Mr. Sharp: We cannot force them to do anything.

Mr. Rawlins: I am of the opinion that Mr. Fox wrote the letter before the receipt of the report of the Committee, and move that the consideration of the matter be deferred until the next meeting.

Motion seconded, put to vote and carried.

### **Interchange Inspection.**

#### **Setting Back Cars For Minor Defects.**

President: Mr. Gould, of the Mo. Pacific, requests that the matter of setting back cars be placed first on the docket today. If there are no objections, it will be done.

Mr. Carnes: This matter of setting back cars is one that I suppose all the roads are equally interested in, and our experience has been that there is a great deal of it that is unnecessary. While, of course, we realize that there are Government Requirements in regard to safety appliances, etc., what called Mr. Gould's attention to this, was a case we noticed in going through the freight terminals a couple of weeks ago, where there was a lift chain loose. Our Traffic Manager was along and he went and fixed that himself. The car was carded up to set back. It looks to me that it is foolish to handle and re-handle cars back to connecting line for some little defects. I would like to get an expression from the Association regarding this. I haven't been able to attend the meetings the last few months, and I would like to know under just what defects a car can be set back.

President: Who carded the car for set back?

Mr. Carnes: The Missouri Pacific Inspector.

Mr. Hutchison: I might give you a little information in regard to defects. I was out the other day with one of the Gov-

ernment Inspectors and ran on to a very similar defect. The clevis pin was out of the lift chain and the cotter pin was lying up on the dead wood. I started myself to fix it but he told me not to do it. He said the Government has to penalize one road as against the other. He explained the matter to me in this way. While we know a large part of the defects are just such defects as these, the idea is to have each road police the other. The circular recently issued I believe, covers the question as thoroughly as it can be covered, and since the matter was discussed among the foremen and inspectors, the setting back cars has been greatly reduced and now there is not a very great deal of it, although there is some.

Mr Rourke: It is my understanding that a line delivering a car on the connection, with defective appliances is, of course, responsible, but suppose this car is in the middle of a string of cars in good order. If the receiving line should take that car, they are just as much responsible as the line that placed the car on the connection. We have had several cars get by into our own yard by the movement of our own crews that had defects such as loose lift chains and lift chain levers. It would be more of an effort to deliver the cars back than to make the repairs. If the receiving line is to be held responsible we should not take the cars but should leave the whole string on the connection until that one car was repaired.

Mr. Carnes: It is my impression that the stand the Inspectors have taken on that is thin, and I do not believe it will hold water.

Mr. Rawlins: If the Joint Inspectors on the connection were paid by all roads, they could make repairs as they are employees of the delivering line as well as the receiving line.

Mr. Perkins: Personally, I do not believe the Inspectors ever got any such instructions. I do not know this Inspector Wright but I think he is very much at fault as I do not believe any body would put such interpretation on the Interstate Commerce law. The Law provides against our handling these cars with defective safety appliances, but there is nothing in the

law to prevent making repairs while on our rails. I do not believe the Government ever issued instructions to inspectors to carry out what this Inspector Wright said to Mr. Hutchison in regard to repairing that car.

Mr. Gould: I will say this. I presume all laws are based on common sense, and if there is a gentleman in this room who sees any sort of common sense in regard to this inspection business as interpreted by Mr. Wright, I would like to hear it. What I believe is this. The Government did not expect one road to work hardship on another; it does not expect one road to assume responsibilities that should belong to another. It does not expect any road to follow such practices as laid down by Mr. Wright. I do not believe Mr. Wright's ruling will hold water. I do believe the law is based on good sound sense.

I do not believe the Government would want the Railroads to increase expenses for minor defects of that kind. In the case of which Mr. Carnes spoke. It did not take Mr. Lincoln two minutes to fix the lifting pin. If the railroads at Kansas City had an agreement among themselves that such minor repairs as these be made by each other, it would be very much better. In this case let the Mo. Pacific make the repairs. It would not cost five cents to do the work and would cost a good deal more than that to set the car back.

I laid the matter before our people at St. Louis and suggested to them that we make repairs in such cases, and whether we charged it up to the other road or not, we would be in considerable money in the course of a year. Our Mr. Higgins approved my suggestion. So far as we are concerned, and until we get other instructions we will continue to do that. I would like the other roads to join us in this arrangement. I haven't had our attorneys look into the law, but those are the instructions under which we are handling the matter and will continue to do so until somebody sets us right.

President: I have already referred the matter to our Attorneys and have the whole matter as the C. B. & Q. Legal Department interprets it.

Mr. Sharp: The Interstate Commerce Inspectors say if we live up to the agreement adopted by the General Superintendents at Chicago, we will be into clear, otherwise, not.

President: I took this matter up with our General Solicitor and the following is his opinion on the question: "Replying to your letter next attached. In regard to handling of cars when not equipped as required by the Federal Safety Appliance Act, will say that if the only move we make of the cars is to put them on the repair track for the purpose of repair, I do not think the Company can be found guilty of violating the law, and do not believe it is necessary to set the car back to connecting line to avoid being held. The law must recognize the fact that cars cannot well be repaired on transfer tracks and must be removed to repair tracks; and in case a car under load with interstate shipment is delivered to us and we can show clearly from our records that we did not move it in defective condition, other than to move it to a repair track for repair, I think we will have no trouble with the Government; and that you will be free in such cases to handle such cars in the manner prescribed by the rules and agreements in relation to repair of cars. When a car is placed by a connecting line on our transfer track in defective condition, and the only way we can refuse it and set it back is to switch it back to the transfer track of the other line, we are no nearer a violation of the Safety Appliance Act in thus switching it back to connecting line than we are in switching it to our repair track. Of course the situation will be different where the same track is used for delivery of transfers and receipt of transfers from connecting lines, where we could effect a set back by merely notifying connecting line that we would not accept the car, and then not touch it."

Mr. Gould: That covers the matter and is exactly the way I view it.

President: If you desire to have the Association make some ruling, you have the opinion of one lawyer, the C. B. & Q. Attorney, and can go ahead and act on that if you wish. It

might be well to get the opinions of the other attorneys and come to the next meeting prepared to act.

Mr. Carnes: The law covers all the points in a broad way. It is common sense.

Mr. Gould: Of course, the Railroads all have to be governed by the same rule or it would not amount to very much.

Mr. Carnes: I move that a rule in line with the letter of the Burlington Counsel be adopted by this Association.

Mr. Hutchison: I would like to second Mr. Carnes' motion if it is the right time to do so, and would suggest that a copy of the C. B. & Q. Solicitor's opinion be sent to all members.

Mr. Gould: I think it would be the best thing to do.

President: A resolution was offered at the last meeting in regard to Rules on Interchange Safety Appliances which is to be voted upon today. The rules have been put into effect by common consent and formal action will be taken today. If we work under them, I hardly think Mr. Carnes' resolution is necessary.

Mr. Hutchison: We are having less trouble now than we ever did.

President: Under our rules Mr. Carnes' resolution is a change in the by-laws and must come up at the next meeting for vote.

### **Grain Doors.**

Mr. Gould: If I may be allowed, I would like to ask you to discuss the question of Grain Doors.

Mr. Isitt: It is now six months since the inbound grain carrying lines entered into an arrangement with Mr. McNulty in regard to grain doors. The Missouri Pacific have recovered grain doors in value of \$6,000.00. The Missouri Pacific at that time arranged with Mr. McNulty to co-operate at the elevator. We found it very profitable too. We would like to hear what

the experiences of the other roads have been since they have entered into the arrangement referred to. I believe every line ought to arrange with Mr. McNulty for the cooping of all cars.

President: The lines that entered into the arrangement with Mr. McNulty are the Mo. Pac., Rock Island, Un. Pac., Santa Fe, St. J. & G. I. and the C. B. & Q.

Mr. Rourke: I haven't figured up as to our saving but we are one of the heavy grain carrying lines into Kansas City, and we are recovering a great number of grain doors. It has been my observation we have about two-thirds of the grain doors recovered are suitable for use the second time. I think we are paying the elevator companies \$1.20 per car for cooping, that includes furnishing the doors and lumber for cooping the cars. I do not know if there is much if any saving in our arrangement more than if we should get hold of a car partly cooped, we do not have to pay for the whole car.

President: I believe you will find there is a greater saving than that.

Mr. Carnes: We have recovered 80 per cent of the grain doors. I am satisfied we are greatly benefited. We are only paying Mr. McNulty for doors in good condition.

President: Mr. Sharp?

Mr. Sharp: The last time I noticed the figures, we were about \$2,500.00 to the good. We get nothing back but good doors.

Mr. Basinger: I will say for the Union Pacific, it has been very satisfactory. We have saved about \$2,500.00 or \$3,000.00.

Mr. Gibbs: The arrangement has been very satisfactory with the Grand Island. I haven't heard of a door being thrown out. So far as I know every one has been saved.

Mr. Harman: We have paid Mr. McNulty about \$3,500.00 with a saving of 60 or 65 per cent. We figure our saving has been about twice what we have paid Mr. McNulty.

Mr. Hutchison: I would like to say that we are **coopering** our own cars and are doing it for much less than \$1.20 per **car**. We are not **coopering cars** for connecting lines but we **are** **coopering cars** at our own elevators. We are paying no **bills** for cars at our own elevators. Four-fifths of the **grain we** handle is handled at our own elevators.

Mr. Sharp: There are some of the Eastern Lines **represent-**ed here who do not originate any grain. What are they **paying**.

Mr. Richards: We are paying \$1.20.

Mr. Blodgett: We are paying \$1.20 per car.

Mr. Doyle: We are paying whatever we have to.


Mr. Rourke: We pay on the basis of \$1.20 on all **grain** loaded at connecting line elevators but we **cooper** our own **cars** at our own elevator.

President: There seems to be two propositions before the meeting. Mr. Gould desires all Kansas City Lines to enter into the agreement of the six lines. The other is that the lines upon whose tracks elevators are located, should **cooper** cars for other lines. It is up to the Association.

Mr. Gould: I am not committed to any particular **plan** of handling grain doors, and will be willing to join the other roads in any plan to stop the leak we all have been subjected to for years.

Mr. Perkins: I believe the present plan is **working** out very well, and I should hesitate to go back to any **past ar-**rangement we have ever had.

Mr. Sharp: I believe Mr. McNulty is making **good money** out of this arrangement. The reason we are making **money** out of the present arrangement is because we are **getting** the grain doors that come in with the cars. There **was** no effort made on the part of the Elevators to keep them in **good** shape, and it is to Mr. McNulty's interest to get the doors **out** in good shape.





Mr. Rawlins: The interests of the inbound lines and the outbound lines are opposed on the grain door question. We cannot get into any arrangement so far as I can see.

Mr. Gould: Mr. President, I want to thank you for your courtesy in advancing these subjects for my benefit, and if you will excuse me, I will retire as I have another meeting to attend.

#### **Retaining Valves and Pipes on Cars.**

Secretary: The next is in regard to Retaining Valves and Pipes on cars. A circular letter was sent out to all lines upon recommendation of the Standing Committee. Only a part of the lines have replied to this letter so far.

President: If there are no objections, the Secretary will follow the matter up and report at the next meeting. There being none, it is so ordered.

#### **Rules on Safety Appliance Defects.**

Secretary: The Safety Appliance resolution was presented at the last meeting. The rules were sent out to all members and put into effect by common consent pending final action at the meeting today.

Mr. Sharp: I move the adoption of the resolution.

Motion seconded, put to vote and carried.

#### **Uniform Charge for Transferring Bad Order cars.**

Secretary: The Committee made a report on this subject which was sent out in the shape of a letter under date of September 20th as follows: "Following is report of Committee appointed to prepare a schedule of uniform charges for transferring cars at Kansas City. This report was present-

ed at the September meeting and I was instructed to send a copy to each member with request that it be considered so that final disposition may be made at our next meeting.

Messrs. A. V. Brown and J. E. Hutchison and myself were appointed as a committee to draw up a schedule of uniform charges for transferring cars at Kansas City account defects, and submit it to the Association at the next regular meeting. We secured a list of prices paid by all the Kansas City Lines, and struck an average as between the highest and lowest prices paid for transferring the different commodities and submit herewith a schedule, the adoption of which is recommended for the settling of transfer charges between Kansas City Lines:

Barb wire .....	\$2.00
Angle bars .....	2.50
Bulk grain .....	1.50
Sacked corn .....	1.25
Sacked meal .....	1.25
Rails on high cars.....	3.50
Rails on low cars.....	3.00
Flour in barrels and sacks	1.75
Nails in keg .....	1.75
Hay . . . . .	1.50
Corn (ear) .....	5.00
Lumber . . . . .	3.00
Spuds . . . . .	2.00
Wrought iron pipe . . . . .	3.50
Heavy timbers .....	5.00 (Twin leads \$7.50.)
Boiler iron . . . . .	5.00

The committee considers the above prices equitable for all lines as a basis for settling transfer charges account defective cars."

I have heard from two lines on the subject. Mr. Laas of the Milwaukee writes me under date of December 15th as follows: "In regard to the report of the committee appointed to prepare a uniform scale for charges to be made for transferring cars. I have gone over the list and find that the commodi-

ties mentioned are all transferable. We do not bill against each other for this kind of service, I hardly see wherein the report of the committee is of any value, any more than to get their opinion as to about what it costs to transfer cars.

I believe the committee should take the matter up as to cost of transferring non-transferable commodities for the purpose of having a schedule so there will be no controversy over the bills rendered for the work. I am of the opinion that it will be very difficult to make such schedule as the conditions vary so much in freight and oftentimes it is in such condition that it costs a great deal more to transfer one car than it does another containing the same class of freight."

Under date of October 26th, Mr. Sharp, of the Santa Fe, wrote me as follows:

"Referring to your letter, Sept. 20th, showing report of committee on Uniform charge for transferring cars at Kansas City.

Inasmuch as the rules have now been changed so that the receiving line stands the cost of transfer of transferable commodities, this list is not of much benefit. I notice that there are three items which show on the transferable list and for which one road would charge another. These are—flour in barrels and sacks, lumber if it is finished, and spuds. Under such circumstances I would vote that the report be filed and that the committee be asked to make a list covering articles named as non-transferable by the Association as shown in the printed list.

In this connection, will advise that I think flour should be higher than \$1.75, as it is expensive and particular job if done right. In fact, I think that should be \$2.50 in case a new list is got up."

President: What shall we do with this matter? I am of the opinion that the matter should be referred back to the Committee to work up another list in line with the letters of Messrs. Sharp and Laas. If there are no objections, it is so ordered.

**Report of Standing Committee on Interchange Inspection.**

Secretary: The report of the Standing Committee on Interchange Inspection, January 2d, is as follows:

“Meeting of Standing Committee on Interchange Car Inspection held at office of F. W. Trapnell, Chief Interchange Inspector, 10:00 a. m., Tuesday, January 2d, 1906.

**Present:**

Jno. Forster ..... Master Mechanic... St. L. & S. F. Ry.  
H. N. Calderwood..... Fore. Car Dept... A. T. & S. F. Ry.  
C. L. Peebles..... Fore. Car Dept... Un. Pacific R. R.  
F. W. Trapnell..... Chief Interchange Inspector.

Newly elected members, J. P. Cummings and J. F. Richards, were notified and arrived during the progress of the meeting.

On account of the resignation of Chairman A. V. Brown, Mr. Forster was chosen temporary Chairman and presided throughout the meeting.

On motion, Mr. J. P. Cummings, Supt. Terminals, C. B. & Q. Ry. and Mr. J. F. Richards, Supt. Terminals, C. M. & St. P. Ry., were chosen members of the Committee representing the Transportation Department to succeed Mr. A. V. Brown, and Mr. J. F. Murphy resigned.

On motion, Mr. J. F. Richards was elected permanent Chairman.

Minutes of meeting, November 7th, were read and approved.

Monthly letter of Chief Interchange Inspector Trapnell, dated Dec. 4th, was read.

In the matter of seven loaded cars being set back by different lines contrary to the rules, Chief Inspector advised that all had been satisfactorily explained except three cases against the Mo. Pac., from whom he had been unable to receive a reply.

On motion, the Mo. Pac. cases were ordered referred to the

Association for assistance in securing replies to Mr. Trapnell's letters.

Chief Inspector's request for a mimeograph for his office was carried over to the next meeting.

In the matter of dispute regarding defects on Packing Co. cars, no action was taken.

In regard to large number of defect cards issued for brake shoes and keys, Chief Inspector was authorized to issue instructions that no cards should be issued for missing brake shoes and keys as these are owners' defects for which owners can be billed by line making repairs without necessity of card.

Regarding telephone for which Chief Inspector is paying \$15.00 per quarter, Secretary was instructed to take the matter up with the Telephone Co., with a view to getting rate reduced to \$12.00 per quarter.

Report of business handled in November compared with October read as follows:

	Oct.	Nov.
Number of cars received.....	80426	75886
“ “ “ checked by C. I. I. and Ass'ts.	915	837
“ “ defect cards issued .....	1081	1100
“ “ “ “ cancelled . . . . .	21	23
Pieces of correspondence handled.....	575	653
Transfer orders issued .....	110	97

Chief Inspector Trapnell's letter of January 1st was read and acted upon as follows:

In the matter of settlement for switch chains on twin loads interchanged, it was recommended to the Association that the receiving line should not be held responsible for return of chains for payment therefor, but that the delivering line must look out for its chains.

Chief Inspector was authorized to have typewriter in use in his office, which is owned by Inspector Lewis, repaired at the expense of the Ass'n.

Letter referred to from Chief Inspector at St. Louis, in regard to working of joint rules at that point was read. Chief

Inspector Trapnell was authorized to make a two days' trip to St. Louis at the expense of the Ass'n, for the purpose of studying the situation at that point and instructed to make a report to this Committee.

Chief Inspector requested ruling on Art. VIII, Sec. 2, of Interchange Inspection Agreement, which reads as follows: "The Chief Interchange Inspector shall not give an order for transfer in such cases without receiving written notice from the Foreman of Car Repairs of the receiving road that he cannot make the repairs inside of 24 hours—shortage of material by any company not to be considered a reasonable excuse."

On motion, it was resolved that the Standing Committee interprets Sec. 2 of Art. VIII to mean 24 hours work of one man after car reaches repair track, the Chief Inspector to be the judge of the amount of time actually required to make given repairs.

Regarding dispute as to responsibility for damage to B. C. R. & N. car 1236, damaged on joint connection by K. C. Belt while being interchanged between C. M. & St. P. and C. R. I. & P. Chief Inspector's ruling was sustained to the effect that the C. M. & St. P. should repair the car, responsibility to be settled later.

Chief Inspector reported that the conditions have greatly improved since last report, there being very few cars set back for defective safety appliances. Mr. Trapnell also advised that a meeting of all Inspectors was held in December, which was attended by Interstate Commerce Inspectors Wright and Belnap, which had resulted in a much better understanding of Safety Appliance requirements, since which time there has been a considerable decrease in the number of cars offered for interchange with defective Safety Appliances.

Report of business handled in December compared with November read as follows:

	Nov.	Dec.
Number of cars received.....	75886	71925
“ “ “ checked by C. I. I. and Ass'ts.	837	865
“ “ defect cards issued .....	1100	943
“ “ “ cancelled . . . . .	23	24
Pieces of correspondence handled.....	653	928
Transfer orders issued .....	97	87

Letter was read from Chief Inspector Trapnell regarding transfer orders for cars with collarless journals. Inspector's ruling in specific case was confirmed to the effect that transfer order should not have been issued.

There being no further business, the meeting adjourned.

Regular meetings of the Committee will be held on the Tuesday preceding the second Monday in each month at the Secretary's Office, in Gumbel Building, 8th and Walnut Sts.  
B. H. Garrigues, Jno. Forster,  
Secretary. Chairman pro tem.

President: What shall we do with the report of the Standing Committee?

Mr. Sharp: I move that it be received and discussed.

Motion seconded, put to vote and carried.

Mr. Sharp: I think there is one item there, the matter of delivering line taking care of switch chains, which is wrong. I do not think the chains should be taken off, especially where there are two or three cars chained together. The matter of settling can be arranged by billing for the chains. As a matter of safety, too, they should not be taken off.

Mr. Richards: At the meeting of the Standing Committee we discussed the question pro and con. We found that there was always trouble in getting pay for switch chains or credit for them. It also developed that the C. B. & Q. Railway and the C. M. & St. P. Ry have altogether discontinued the practice of chaining twin loads together. We do not think it fair that a line which does not care to have the switch chains should be obliged to account for them to the delivering line.

Under the resolution the Committee adopted, the delivering line would have to look out for its chains and the receiving line can chain cars up or handle without chains as it sees fit.

Mr. Trapnell: A road delivered a double load of structural iron without chains, which was refused by the receiving line and set back. It was the ruling of the Chief Inspector that the receiving road should take the load and put the chains on themselves.

Mr. Sharp: If the C. B. & Q. and the Milwaukee want to handle double loads without chains, I do not see that any one can take objections to that. It seems to me that chains should be used as a matter of safety, if for no other reason.

Mr. Gimple: In regard to switch chains, the Missouri Pacific will not accept cars without switch chains. We accepted a car without chains, the car broke in two and the bridge material went all over the place. Since then we have not accepted any cars without switch chains. If the delivering line takes the chains off, it makes the receiving line a great deal of trouble to put others on and causes more or less delay. We are willing to leave the chains on and give defect cards for them. It makes it very convenient when settling for switch chains at the end of the year.

Mr. Sharp: I believe the receiving line has the right to demand the delivering line to deliver the cars chained up.

Mr. Ballantine: It facilitates the movement of cars to leave the chains on the cars, and it can be handled under M. C. B. Rules by giving defect cards.

Mr. Doyle: While chains are used mostly as a matter of safety, they will not prevent loads parting in all instances. Some times, however, if a draw bar is pulled out, the car is chained up and hauled to destination in that condition. It may be in the middle of the train, in that case, the chain hauls part of the train.

Mr. Sharp: I move that the report of the Standing Commit-



tee be adopted with the exception of the paragraph in regard to switch chains.

Motion seconded, put to vote and carried.

Mr. Sharp: I move that the paragraph referred to be sent back to the Standing Committee to see if they cannot make some arrangement that will be satisfactory to all lines interested.

Mr. Hutchison: I second the motion.

Motion put to vote and carried.

There being no further business, the meeting adjourned.

Date of next regular meeting, February 12, 1906.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
President.

## LOUISVILLE DIVISION.

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**Proceedings of Regular Monthly Meeting of the Central Association of Railroad Officers, Louisville Division, held at the Office of the Secretary, 702 Columbia Building, Louisville, Ky., January 8th, 1906.**

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Owing to the absence of the President, Mr. Newman was called upon to preside as Chairman.

The roll call showed the following representation:

B. & O. S-W.....	J. C. Hagerty .....	Supt.
	E. G. Owens .....	Train Master.
C. & O. Ry.....	M. L. Akers.....	Supt. Ter.
C. C. C. & St. L.....	M. L. Akers.....	Supt. Ter.
C. I. & L.....	W. H. Newman.....	Supt. Ter.
I. C. R. R .....	A. H. Egan.....	Superintendent.
K. & I. B. & R. R. Co....	Not represented.	
L. H. & St. L.....	A. M. McCracken.....	Gen. Supt.
L. & N. R. R.....	C. J. Klein .....	Supt. Ter.
P. C. C. & St. L. Ry.....	N. B. Boilvin .....	Agent.
Southern Railway .....	Not represented.	

The minutes of the last meeting having been printed, the reading of same was dispense with.

**Transfer of Cars at Junction Points.**

This subject was on the docket for further report from the Transportation Committee, Mr. Milner, Chairman, and was passed on account of inability of the Committee to make report.

**Subject for Discussion at Annual Meeting.**

The Secretary read a communication from General Secretary Fetter, under date of December 28, advising that this Association would be expected to furnish a paper to be read at the Annual Meeting, which will be held at St. Louis, May 28, 29, 1906, the subject of the paper and the name of the party writing same to be in the hands of the General Secretary not later than the first of March.

Mr. Akers was appointed to prepare this paper.

**L. & N. Refusing to Allow C. C. C. & St. L. Reclaim on Southern 37372 for 11 Days at 20 Cents per Day, Car Held for Proper Billing Address.**

The Secretary read a communication from Mr. M. L. Akers, under date of January 7th, submitting communication from Mr. J. R. Cavanagh, Supt. Car Service, C. C. C. & St. L., together with all correspondence covering C. C. C. & St. L. reclaim for 11 days at 20 cents per day on Southern 37372, which the Louisville & Nashville Railroad declined to allow. The correspondence shows that this car originated on the N. C. & St. L. at Lebanon, Tenn., and was destined to Warren, Ind. The car was billed by the N. C. & St. L. to Warren, Ind. There are two stations in Indiana by the name of "Warren," one on the L. S. & M. S., the other on the T. St. L. & W. The N. C. & St. L. failed to show on their billing the name of the county, and on arrival at Louisville, the C.

C. C. & St. L. held the car up and asked the L. & N. R. R., from whom they received same, for proper billing instructions, which were furnished several days later, the L. & N. R. R. having to obtain this information from the N. C. & St. L.

After discussion, the following resolution was adopted:

**Moved,** That the Secretary advise Mr. Akers that it is the sense of this meeting that the N. C. & St. L. are clearly responsible for the amount of this per diem for failure to show proper data on billing.

#### **Storage Rules.**

Mr. Egan brought up the question of storage rules at outlying stations and submitted the rules promulgated by the Railroad Commission of Mississippi, which he thought should be introduced in this territory with some modification. After discussion, the following resolution was adopted:

**Moved,** That a Committee be appointed to draft recommendation or rules and report to next meeting.

The Chairman appointed the following Committee:

A. H. Egan,  
B. W. Taylor  
C. J. Klein,  
J. C. Loomis.

#### **Manner of Placing Embargoes at Louisville.**

Mr. Hagerty brought up the placing of embargoes at Louisville, and suggested that some uniform practice be established, and after discussion, submitted the following resolution:

**Resolved,** That when embargoes are placed by any line in Louisville, they shall be placed with the Superintendent of the line embargoed.

This was adopted.

Mr. Akers: Gentlemen, as there will be a new Superintendent of Terminals appointed for the C. & O. and C. C. C. & St. L. the first of the month, I fear this is the last time I will be with you. I have been here a long time, and I remember when we got up the Association, the then Superintendent of the B. & O. S-W. and myself. I think the Association has done a world of good, and I do not regret any time that I have put in with it. And I want to thank all of you for the little honors I have received at your hands, also for the courtesy with which I have been treated. I have been here about ten years, and I really want to say that I regret very much that I am going to lose my identity with the Central Association of Railroad Officers in Louisville. As the Superintendent of Terminals is the proper person to represent the company in this Association, I am very sorry that I shall probably not be with you again, although I shall come over now and then if I am allowed.

It was moved and seconded that the Louisville Division of the Central Association of Railroad Officers regretted very much the loss of Mr. Akers' services as a member of this Association, and that the Chairman say to Mr. Akers that "the latch string always hangs on the outside."

Adjourned 4:10 p. m.

W. H. NEWMAN,  
President.

J. C. LOOMIS,  
Secretary.

## DETROIT DIVISION.

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Minutes of Monthly Meeting, January 12th, 1906.

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Present:

M. C. R. R.....	D. S. Sutherland.....	President.
P. M. R. R. ....	J. S. Pyeatt .....	Supt.
G. T. R. R. ....	X. H. Cornell .....	M. of T.
L. S. & M. S. R. R.....	T. W. Niles .....	Supt.
L. S. & M. S. R. R.....	H. F. Merrick.....	S. F. T.
Wabash Ry. ....	J. J. Lee.....	Agent representing
	G. M. Burns.....	Supt.
D. & M. Ry.....	C. W. Luce .....	Supt.
A. A. R. R.....	M. D. Foy .....	Train Master.
D. & T. S. L. R. R.....	J. P. Main .....	Supt.

Meeting was called to order by the President, Mr. D. S. Sutherland.

Reading of Minutes of previous meeting dispensed with.

### Weighing of Cars on Private Scales.

The President stated that this had been discussed before the Traffic Officials in Detroit, Jan. 2, 1906, and the Traffic

Officials decided that they would ascertain from Mr. Paul P. Rainer, Chief Inspector of the Central Freight Association at Chicago, as to whether he was in a position to handle this matter and keep accurate records of the cars weighed; they to report later.

#### **Detroit Messenger Service.**

The Manager stated that since the organization of the Detroit Messenger Service, the Messengers were not carrying mail which was from the roads, Members of this Association, addressed to outside parties, but that his attention was called to the matter by the Local Freight Agents' Association, and he, since that time, had been making delivery of the mail, and found that during thirty days there were about 100 pieces. He also stated that it did not interfere with the service and delivery of this mail could be made.

It was moved and supported that the Secretary be instructed to continue the service of delivering mail which originated on roads, Members of the Association, and was for outside parties, not members.

#### **Per Diem on Bad Order Cars.**

The Secretary stated that recently the Chief Joint Car Inspector at Detroit had called his attention to a car that had been delivered by the G. T. R. to the Wabash Ry., and by the Wabash Ry. to the M. C. R. R. The car, when received from the G. T. R. by the Wabash Ry., was in a crippled condition, and it was necessary to make repairs, but as the car had been delivered to the M. C. R. R. the Joint Car Inspector claimed that the M. C. R. R. should make reclaim upon the G. T. R. instead of upon the Wabash Ry., and the Wabash Ry. upon the G. T. R.

It was the sense of the meeting that the M. C. R. R., in a case of this kind should reclaim on the Wabash Ry.

Letter was read from the Secretary of the Central Association relative to the Detroit Division presenting a topic for discussion at the next Annual Meeting to be held at St. Louis, Mo., May 28th and 29th.

It was moved and supported that the President appoint the Committee. Carried.

The President suggested that the Committee be appointed later by the President.

#### **Code of Switching Reclaim Rules at Detroit.**

Letter was read from Mr. Forsyth, Chairman of the Arbitration Committee, relative to Rule No. 7. Received and placed on file.

#### **Election of Officers.**

Moved and supported that the rules be suspended and that the Secretary be instructed to cast the ballot of the Association for Mr. Geo. M. Burns, as President. Mr. Burns elected President.

It was moved and supported that the rules be suspended and the Secretary be instructed to cast the ballot of the Association for Mr. J. P. Main as Vice-President. Mr. Main elected Vice-President.

It was moved and supported that the rules be suspended and that the President cast the vote of the Association for Mr. E. S. Maxwell as Secretary. Mr. Maxwell elected Secretary.

No further business before the meeting.

Adjourned.

G. M. BURNS,  
President.



## DENVER DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Denver Division, Central Association of Railroad Officers, held in Room 19, Union Depot, Denver, Colorado, Friday, January 12th, 1906.**

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The meeting was called to order at 2 p. m., with President Carson presiding.

The representation was as follows:

A. T. & S. F. Ry. ....	C. H. Bristol.....	Superintendent.
Colorado Mid. Ry....	Not represented.	
C. B. & Q. Ry.....	C. L. Eaton .....	Superintendent.
D. & R. G. R. R.....	Not represented.	
C. R. I. & P. Ry.....	A. T. Abbott.....	Superintendent.
Colorado & Southern Ry.	C. E. Carson.....	Supt.
	W. M. Bacon .....	Superintendent.
Colorado & Wyoming Ry.	Not represented.	
U. P. R. R.....	E. Stenger .....	Superintendent.
M. P. Ry.....	Not represented.	

Chairman: Have we a quorum?

Secretary: Yes, sir.

**Reading of the Minutes.**

Chairman: The minutes of the previous meeting having been printed and distributed, they will stand approved, if there are no objections.

No objections. So ordered.

**Reading of Correspondence.**

Chairman: Have you any correspondence?

Secretary: I have the following:

Minnequa, Jan. 11, 1906.

E. E. Hill,  
Denver.

Will not be able to attend meeting tomorrow.

Geo. Van-Brimer.

Cheyenne, January, 10, 1906.

Mr. E. E. Hill, Secretary,  
Central Association of Railroad Officers,  
Denver.

Dear Sir: I have yours of January 6th, regarding the meeting to be held January 12th, of the Central Association of Railroad Officers. I regret very much that I will be unable to attend, as I have important engagements next week which will prevent. Would be very glad to be able to attend this meeting and hope to be in position to get down to the next one.

Yours truly,  
(Signed) W. A. Whitney,  
Superintendent, U. P. R. R.

Secretary: I also have a letter from Mr. Stenger, dated December 3, 1905, which reads as follows:

Denver, Colorado, December 3, 1905.

Mr. E. E. Hill, Secretary,  
Central Association of Railroad Officers,  
Denver, Colorado.

Dear Sir: Referring to your letters of November 21st. and 29th, File X-193:

I have unfortunately been compelled to be away nearly the entire time since the last meeting of the Central Association of Railroad Officers. It had been my intention to suggest one or two topics, one of which was to be the question of discussion of accidents happening on the railroads with a view of eliminating them as much as possible. I contemplated devising ways and means of getting records of at least all important accidents that happen in adjacent territory with a view of bringing them before the Association at the next meeting.

Am afraid that I will not be able to be present at the next meeting and would ask you to kindly handle this as you best see fit. The other matters that I had in mind I think had better be left until I can go into them a little more in detail.

Very respectfully,

(Signed) E. Stenger,  
Superintendent.

### **Report of Committees.**

Chairman: What Committees are there to report today,  
Mr. Secretary?

Secretary: The Joint Interchange Committee.

Chairman: Has this Committee anything to report today?

Mr. Stenger: Mr. Miller is Chairman of that Committee. I have really done nothing; I haven't been in Denver more than four or five days all told in the last sixty. I haven't seen Mr. Miller, and I expect I am as much to blame as anybody.

Chairman: In regard to this interchange question: We had some discussion about the matter in our November meeting, particularly the feature of setting cars back that did not comply with the Safety Appliance Act. I have a letter here from Mr. Geo. Hannauer, Superintendent of one of the Terminal Companies at St. Louis, and who is a member of the

Interchange Committee appointed by the General Association.  
The letter reads as follows:

Union Station, St. Louis, Dec. 20, 1905.

Mr. C. E. Carson, President,  
Central Association of Railroad Officers,  
Denver.

Dear Sir: In reading the Denver proceedings, for November, page 1151, I note that the Safety Appliance Act is giving you some trouble.

Practically all railroad men seem to be under the impression that the law requires such a car to be set back. Now, this is not a fact. The Safety Appliance Acts give you the privilege of refusing a car with defective safety appliances, but do not compel you to do so.

I believe every lawyer will hold that the receiving line may accept the car, make immediate repairs and then send the car on its way.

Where the interchange is entirely between trunk lines, I can see no reason why such a condition should not obtain. We have tried it at St. Louis, but found it impracticable for the reason that all of the trunk lines immediately quit making repairs to safety appliances, and the switching lines were unable to keep up with the flood of defective safety appliance cases that were dumped upon them.

Yours very truly,

(Signed) Geo. Hannauer.

Chairman: I can understand why it will be difficult at St. Louis to carry out an arrangement of that kind, on account of nearly all the interchange between trunk lines being handled by some terminal line, therefore, if the trunk line turns its defective safety appliance cars over to the terminal line, which handles thousands of cars, and it were required to make the repairs, you will see that it will be impossible for them to do so: they would be in the car repairing business instead of in the transportation business, but on general principles, it would seem to me that the reasoning of Mr. Hannauer stands on a

good sound basis, and as a metter of fact, we were going to write Mr. Moseley, but as yet have not done so, as I was waiting for some additional data before we draft a letter to him, which we talked on at our November meeting, but in view of this letter of Mr. Hannauer, I think it would be a good idea to draw Mr. Moseley out fully, as to what the requirements are.

Mr. Abbott: How is the thing handled in Denver, now?

Mr. Chairman: We are handling it the same as we were in June, 1904, with the exception of the safety appliance feature, that a car will be set back, and in addition, mark it "Bad order, do not handle," forbidding the receiving line to touch the car, and according to the arrangements we have now, we must go in on the track and switch that car back, instead of letting the connecting line make the transfer, or make the repairs, while it may be only some slight defect.

Mr. Eaton: I would like to know who inaugurated these rules.

Mr. Carson: The Master Mechanics.

Mr. Eaton: Did they issue instructions to the joint car inspectors that where cars are defective that they should mark them as not being willing to handle from one road to another?

Mr. Carson: Yes, sir, they issued those instructions. I have a copy here of the proceedings of the meeting of April, 5, 1905. The thing is not done anywhere else that I know of.

Mr. Eaton: Well, are there not good and sufficient reasons for abolishing that rule? I have seen a number of cars go over the transfer, marked, "C. & S., do not handle," "D. & R. G., do not handle," "C. B. & Q., do not handle." Perhaps the defects are not large, and you set the cars back, I really do not think that the time you take in setting the cars back is offset, as it would probably not take you near as long to make the slight repairs.

Mr. Abbott: When was the resolution passed that the receiving line accept a load regardless of its condition?

Mr. Chairman: In June, 1904.

Mr. Abbott: Is that still in force?

Mr. Chairman: With such modifications as were made at the Master Mechanics' meeting, April 5, 1905, relating to the Safety Appliance Act. If you would like to hear it, I will read the proceedings of that meeting.

Mr. Abbott: Yes, sir, if you please.

Chairman read a portion of the Proceedings above referred to.

Mr. Abbott: What points does this cover, Mr. Chairman?

Mr. Chairman: Denver, only.

Mr. Abbott: When the resolution was passed in June, 1904, what points did it cover?

Mr. Chairman: I think all points.

Mr. Eaton: As a matter of fact, that same rule has been carried out, as I understand it, as between the Union Pacific and Burlington at all points, but I do not think there is anything in this agreement that would make it in force at any other point except Denver.

Mr. Chairman: Well, any agreement which we might put in effect here would not affect Omaha or Kansas City.

Mr. Abbott: My understanding was, when this agreement was made June, 1904, it covered all points of interchange which were covered by the Central Association.

Mr. Bristol: Practically everything in Colorado.

Mr. Abbott: Yes, sir, and in fact it is carried out at other points than Denver.

Mr. Eaton: As I understand it, there is no misunderstanding in regard to the handling of loads, but there seems to be quite a difference of opinion as to how we should treat empty cars. We are not having any trouble with loads, as I un-

derstand it, but the empty car proposition is the one that seems to me ought to be corrected.

Mr. Bristol: The resolution which was passed stated plainly, loaded cars: It was only for the purpose of avoiding delay to freight.

Mr. Eaton: I don't think we ought to burden our neighbors, but I do think when bad order cars get into a train on a transfer, that the cars should be repaired by the receiving line, and bill against the owner for the repairs. Of course, we might say that the fellow who is delivering most of the empty cars, is getting the best of the deal, but I think we could treat that in a manner that would be fair to all concerned.

Mr. Chairman: Some yard men who have blank instructions to deliver certain kind of empties to connecting line for coal, or some other commodity, would dump over to them any old kind of an empty that they might have, and let them cut out the good cars, and repair those that are in bad order. Why, some yards would be turned into regular repair tracks.

Mr. Stenger: I am afraid, Mr. Eaton, any steps you take to delivering bad order empty cars to a connecting line would be taken exception to. I do not believe I would be in favor of it. It would not be done with loads only to help the delay to a load. It is merely a concession on loads.

Mr. Eaton: Well, what I am trying to do now is, to have them inspected so they will not have to be set back, and so it will be satisfactory and fair to all concerned.

Mr. Stenger: My understanding of the present interchange of cars at Denver is an agreement between the various roads entering Denver, that the rules were drawn up by the different Superintendents of Motive Power. It is a question in my mind, whether this Association has any power to modify those rules or not; or, in other words, has any power to do anything further than submit recommendations to the various roads. If there is anything that we can bring up wherein the interchange of cars can be expedited, why, I would be

willing to offer any suggestions to the various roads, but I do not believe this Association has the power to make any changes in the present rules.

Mr. Eaton: What I had in mind was the delivery of empty cars that were wanted for immediate loading.

Mr. Eaton: I went down into our yard the other day; a trainman came in and I saw him mark a car bad order, when it was a car of coal, and stenciled on the car "Car for rough freight, no doors required," so I said to them, why do you mark this car bad order, and they said because it had no doors. Now this car came clear from the east in this condition, and it was stenciled, doors not required, as the car was for rough freight, and these trainmen were going to mark it bad order. We have a lot of cars that are not suitable for any other loading except brick, coal, etc., and we set them on the transfer, and they set them back on account of no doors, and what do they want doors for?

Mr. Bristol: On the Santa Fe, we cannot load a covered car with anything, where the door is not in good order. We seal coal, coke and every kind of covered cars. There is an exception made in handling C. & S. business, they to be responsible for any loss resulting from doors not being closed.

Mr. Stenger: We are a good deal like the Santa Fe in that, and I am in favor of empty car seals. We will all come to it sooner or later.

Mr. Abbott: Referring to bad order loaded cars: We have quite an interchange with the Colorado Midland, and they object to accepting bad order loaded cars, and making the transfer at their expense. Mr. Viving claims that it is his understanding that Colorado Springs was not included in that resolution; in other words, he says it only covered Denver, and I would like to have the ruling of the Association. We are holding up several bills now, pending adjustment.

Mr. Chairman: We would like to have the full representa-



tion of the lines interested in this Association to pass on this thing.

Mr. Bristol: My understanding was that it covered all points in Colorado.

Mr. Abbott: That is my understanding.

Mr. Chairman: Here is the resolution offered by Mr. Bristol. "Mr. President, I make the motion that the present arrangement of receiving line to accept all loaded cars regardless of their condition, and if necessary to transfer them, the receiving line transfer them at their own expense, return empty cars to the receiving line, be continued to the next meeting."

Mr. Abbott: You will find at a later meeting, question was asked different representatives if the rules were working satisfactorily, also if it worked satisfactorily at all points, demonstrating very clearly that it was the intention of this rule to cover all points covered by the Association.

Mr. Bristol: It was even thrashed out between the Colorado & Southern and Santa Fe at Trinidad.

Mr. Carson: It was up in May.

Mr. Eaton: I move that it be the sense of this meeting, that the rule governing the interchange of loaded cars, as provided for in the Denver agreement, extend to all interchange points within the jurisdiction of the Association.

Mr. Bristol: I will second the motion.

Mr. Abbott: How am I to get a ruling which covers the case to question between Colorado Midland and the C. R. I. & P., at Colorado Springs?

Mr. Carson: You could get an expression from the Division today, from such members as are here and as to the understanding at that time, which was that it cover all points.

Mr. Abbott: Excuse me, but how was this question closed?

Mr. Carson: You should take up with Mr. Living and say the question was discussed at the last meeting, and it is

the understanding of the Association that it covers all points, and includes Colorado Springs.

Mr. Stenger: I want to ask if this Association has a ruling on the question of transferring cars when cars are delivered to connecting line; the shipment only is tendered, the car is not tendered, for instance, we have a car loaded in our territory for Denver, and it would be misuse of the car to go south into Texas, or east over the Rock Island, and we tender that shipment to connecting line; has there any ruling been made by this Association as to which line should make the transfer?

Mr. Chairman: The receiving line makes the transfer; the receiving line makes all transfers. I think it was taken up in 1904. I do not know where to refer to it.

Mr. Stenger: The reason I bring that up particularly is that the rule is not being followed in Denver.

Mr. Hill: I do not believe we had anything on that, Mr. Chairman.

Mr. Eaton: I would say that the matter works one way sometimes and another way at other times. When we have plenty of equipment, we would be glad to let our cars run through, and at the time we are short of equipment, we would not want to do that. These rules are usually settled by the different roads, or by the different departments, and the Car Service Department.

Mr. Eaton: If you do not want the car to run through, I think you should make the transfer.

Mr. Bristol: We have the same thing in delivery of loads from the Northern District here to points on the Missouri Pacific, C. & S. refrigerators come to Pueblo, and the C. & S. say we will not have our cars go through, beyond Pueblo, we ask the Missouri Pacific for a car; it is brought to our yard, and we transfer it.

Mr. Stenger: Who pays for the transfer?

Mr. Bristol: We do, the C. & S.

Mr. Stenger: Would it be proper to ask the Chairman to have the Secretary look up the records to see if any action had been taken, and if not, that this question be put down for discussion at the next meeting. I would like to get a little information from the outside points. I think that while Mr. Bristol states that it is the practice which is in vogue at the present time in Pueblo, I do not believe that it conforms to the general practice which is in vogue at Kansas City and Omaha; the receiving line there, I think, makes the transfer under all circumstances at their own expense.

Mr. Stenger: I think if we could get together and have a ruling on the matter it would save endless confusion. Think we ought to get in line with other large places, and we could settle more satisfactorily. I would like to make a motion in favor of that question coming up that the Chairman instruct the Secretary to take up this question with the Association at Kansas City, St. Louis, Omaha, St. Paul, Minneapolis, Indianapolis and Cincinnati and see what their customs are, and see what their rule is, for our discussion.

Mr. Chairman: If there are no objections, I will instruct Secretary accordingly.

No objections; so ordered.

Mr. Chairman: Is there anything under the head of new business:

Mr. Secretary: The understanding was that I was to take up with our people, and find out if they would change the car service rules on explosives. I will explain, however, that I could not consistently take any action on the resolution passed at the November meeting, regarding explosive shipments, owing to the fact that said resolution contained a clause relating to matters other than car service.

Thereupon the following resolution was unanimously adopted:

**Resolved,** That in view of the fact that Denver City Ordinance No. 892, as well as ordinances at other points in this jurisdiction, makes it unlawful for any

railroad company to hold within the City limits a greater quantity than fifty pounds of explosives for a longer period than twelve hours, therefore this Association recommends that the Car Service Rules be changed to read as follows, viz. A charge of Five dollars (\$5.00) per car, per day, or fraction thereof, shall be made on cars loaded with explosives for delay to car and use of track after twelve hours from the time of delivery of cars on track for loading or unloading; this extra charge being made for the purpose of partly recompensing the Railroad Companies for the extra switching service required in taking car outside of City limits over night and providing for a watchman.

#### **New Business.**

Mr. Chairman: The next thing is the election of officers, for the year 1906. The first will be the election of President for this year.

Mr. Eaton: How about the present President?

Mr. Chairman: He has had all the pleasures of this Association as President for the past year.

Mr. Abbott: I make the motion that the present officers be re-elected.

Mr. Eaton: I second it.

Mr. Abbott: I think we all appreciate Mr. Carson's efforts, and as it has been moved and seconded, I will take the part of Chairman for the time being: All in favor of this motion will signify by saying Aye, contrary, No.

Mr. C. E. Carson: I appreciate the honor of holding this office for a second term. I am sorry that greater progress was not made during the past year. The great trouble seems to have been that members would not attend, and I wish to impress on your minds the importance of being in attendance

at our monthly meetings. There are none of us who are not busy, therefore that excuse will not answer. I think the business of this Association is of more importance than any of our other duties, as we are enabled to get together once a month and thrash over our troubles which, by correspondence, might entail a great deal of work and surely a great deal of delay. A body of this kind must necessarily have a great deal of weight with our superior officers, as they fully realize that we are the persons who come in direct contact with the many troubles and difficulties, and it is of course up to us to make the proper adjustment.

I think any Superintendent can well afford to devote one day out of thirty to this organization, as there is no question but what it has been and is very profitable. There are a great many things that are coming up every day that can be settled by this Association with very little trouble or annoyance, which might possibly take a great deal of time and attention if handled outside. In order to make this Association a success we must have a greater and more regular attendance, and without that we cannot expect any great results.

E. E. HILL,

Secretary.

C. E. CARSON,

President.

## OMAHA DIVISION.

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**Regular Meeting of Central Association of Railroad Officers, Omaha  
Division, held at Omaha, January 17th, 1906.**

Meeting called to order at 10:00 a. m., President Doyle in  
the Chair, with the following representation:

B. & M. R. R.....	E. Bignell .	Supt.
C. B. & Q. R. R.....	Not represented.	
C. G. W.....	Not represented.	
Chicago & N. W. Ry ....	Not represented.	
C. St. P. M. & O. Ry.....	F. E. Nicoles	Supt.
C. R. I. & P. Ry.....	C. J. Wilson	Supt.
C. M. & St. P. Ry.....	J. T. Gillick	Trainmaster.
Illinois Central R. R. Co..	F. M. Jones	Supt.
Missouri Pacific Ry. ....	J. Russell,	Supt.
Union Pacific R. R. Co...	W. R. Cahill	Asst. Supt.
Union Stock Yards R. R..	George M. Hunter.....	
Wabash R. R. Co.....	Richard Doyle	Supt.

President: I presume you have all received copy of minutes  
of last meeting. If there is no objection, they will stand  
approved as printed and distributed.

### **Annual Meeting.**

President Doyle announced that he had been at Cincinnati on Dec. 27, 1905, in attendance at meeting of Executive Committee and that St. Louis was determined upon as next place for holding the Annual Meeting--May 28, 29, 1906.

### **Reading Communications.**

The Secretary read the following from Mr. E. Bignell, Supt., B. & M. R. R., which is self-explanatory. Upon motion, Mr. Bignell's apology was accepted and his letter ordered published in these proceedings:

So. Omaha—holding 72 for PHP.

Lincoln, Neb., Dec. 23, 1905.

Mr. J. R. Dewar,

Sec'y, Supt.'s Ass'n, Omaha.

Dear Sir: I wish to advise the Association of our failure on one particular occasion to comply with the agreement made by all the Superintendents of the lines centering in South Omaha, to the effect that transfers would not be pulled for packing house products after 8 p. m.

I regret this case very much and have taken steps to prevent a repetition. I assure the Association that our company is heartily in accord with this arrangement, and I was one of the members who talked this matter up long before it was finally passed upon, and I offer this explanation as an apology, which I hope will be accepted by the Association.

Yours truly,

(Signed) E. Bignell,

Supt.

Circular letter was read from General Sec'y Fetter advising that Omaha Division would be expected to furnish a paper to be read at the Annual Meeting at St. Louis, May 28, 29, 1906, and requesting the name of the party writing same and the

subject of the paper be in his hands not later than March 1, 1906.

After some discussion, the following subject was selected from those offered, viz: "The best method of protecting trains within station limits by fixed signals."

Upon motion of Mr. Russell, seconded by Mr. Wilson, and declared carried, Mr. Bignell was named as the representative of this Division to present the paper to the general organization. The Secretary was instructed to submit the name of the topic agreed upon to each member and request them, individually, to forward their views or suggestions to Mr. Bignell before our next session.

A communication was read from George Hannauer, Chairman of Committee appointed for the purpose of drafting Uniform Car Interchange rules for the various Divisions of this Association, and the Secretary was directed to reply that Omaha Division has as yet no rules of the character mentioned, but that we now had under consideration something of that nature.

The report of the Auditing Committee on the accounts of the Central Association was ordered placed on file.

#### **Bills.**

Bill of Central Association for November, 1905, expenses, \$146.66, our proportion, \$13.33, was approved for payment.

#### **Proposed Rules.**

Upon motion of Mr. Wilson, seconded by Mr. Jones, this matter was carried over until next session.



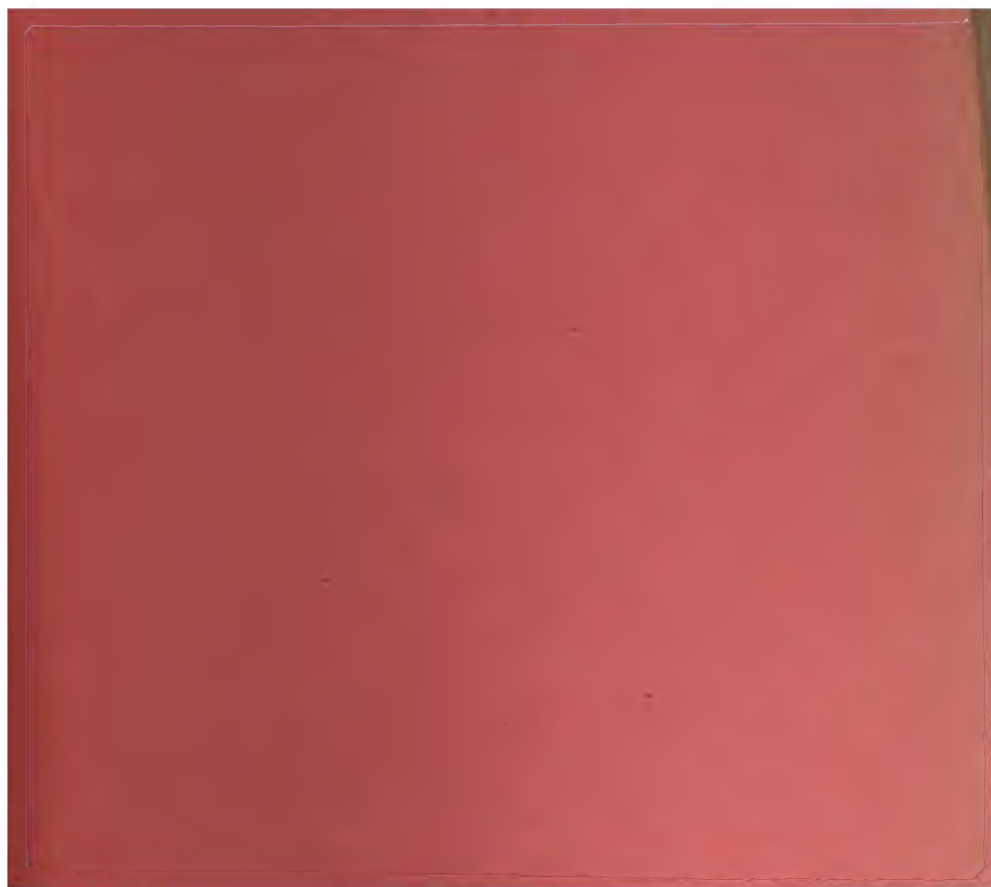
**Amendment to By-Laws.**

Upon motion of Mr. Jones, duly seconded and declared carried, Article 1 of the By-Laws was changed to read: "Meetings of the Association shall be held on the third Wednesday of each month at 2:00 p. m. at Omaha, Nebraska."

There being no further business to come before it, the meeting adjourned until Wednesday, February 21, 1906, at 2:00 p. m.



J. R. DEWAR,  
Secretary.







**Central Association**  
... of ...  
**Railroad Officers**  
**Proceedings.**

 **February.** 

Cincinnati Division.	Peoria Division.
Baltimore Division.	St. Louis Division.
Columbus Division.	Kansas City Division.
Detroit Division.	Louisville Division.
Evansville Division.	Detroit Division.
Omaha Division.	



**1906.**  
**C. J. Krehbiel & Co., Printers,**  
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CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

FEBRUARY.

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1906.

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# DIRECTORY

Officers of the Central Association of Railroad Officers and its Various Divisions

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H. M. WAITE .....1st Vice-President.  
M. D. SCHAFF .....2d Vice-President.  
O. G. FETTER .....General Secretary-Treasurer

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J. E. MERION (Indianapolis Div.) L. OHLIGER (Columbus Div.)  
E. R. SCOVILLE (St. Louis Div.) W. D. TRUMP (Detroit Div.)  
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J. C. HAGERTY (Louisville Div.)

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JULIUS ROTHSCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
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JULIUS ROTHSCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "



## CINCINNATI DIVISION.

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The Regular Monthly Meeting of the Central Association of Railroad Officers,  
Cincinnati Division, was held in Room 10, Carew Building,  
Cincinnati, Ohio, Tuesday, February 13, 1906.

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The representation was as follows:

<b>B. &amp; O. S-W. R. R.</b> .....	J. C. Hagerty.....	Superintendent.
	John Hare .....	Supt. Motive Power.
	J. R. Kearney.....	Supt. Car Service.
<b>C. C. C. &amp; St. L. Ry.</b> ....	C. A. Paquette .....	Supt.
	F. M. Lawler..	Div. Master Mechanic.
<b>C. H. &amp; D. Ry.</b> .....	T. A. Sweeney .....	Supt.
	W. C. Andrews ...	Supt. Car Service.
<b>C. &amp; O. Ry.</b> .....	E. P. Goodwin .....	Supt.
<b>Cinti. Nor. R. R.</b> .....	Not represented.	
<b>N. &amp; W. Ry.</b> .....	G. P. Johnson .....	Superintendent.
<b>C. &amp; M. V. Ry.</b> .....	W. T. Wolff.....	Special Agt.
<b>C. N. O. &amp; T. P. Ry.</b> ....	R. E. Boswell .....	Supt. Trans.
	C. E. Rickey .....	Superintendent.
<b>L. &amp; N. R. R.</b> .....	Brent Arnold.....	Supt.
	Wm. Adair ..	Div. Master Mechanic.
<b>L. &amp; E. Ry.</b> .....	Not represented.	

P. C. C. & St. L. Ry.....R. C. Barnard .....Superintendent.  
W. T. Wolff.....Special Agent.  
Nettleton Neff .....Superintendent.

The minutes of the last meeting stood approved as printed and distributed.

#### **Revision of the Constitution and By-Laws, etc.**

The report of the Special Committee having this matter in charge was not quite prepared to report. Same was continued on the docket until the next meeting.

#### **Overloaded Cars to be Lightened or Transferred.**

At the last meeting of the Central Association, Cincinnati Division, a case in which the C. & O. Ry. delivered to the C. H. & D. two cars loaded beyond the ten percent excess allowance. The cars were accepted by the C. H. & D. and run to Toledo, where the overload was detected, same transferred by the C. H. & D., and the Joint Car Inspector requested by the C. H. & D. Ry. to issue rebuttal orders. The rebuttal orders were declined and the matter was taken up with the Central Association for decision. The Association passed upon the case in question and appointed a committee to formulate a rule covering such cases so that they would not have to be submitted individually to the Standing Committee or Central Association for action.

The President appointed as a committee Mr. Andrews of the C. H. & D. Ry. and Mr. Paquette of the C. C. C. & St. L. Ry. The committee reported to the effect that as the arrangement now going into effect is entirely different from the one under which the roads have been operating, such a case can not now arise as the receiving line will stand all cost of transfer.

**Storage Rules.**

**The Secretary read the following letter from the Cincinnati Freight Committee.**

**Cincinnati Freight Committee.**

Cincinnati, O., January 17, 1906.

**Mr. O. G. Fetter, Secretary,** File 1216.  
Central Association of R. R. Officers.  
Cincinnati Division, Cincinnati, O.

**Dear Sir:** At a meeting of representatives from the Traffic Department of the B. & O. S-W. R. R., C. C. C. & St. L. Ry., C. H. & D. Ry. and Erie R. R., the above outlined subject was considered and the following resolution adopted individually by the lines in interest:

Resolved, That we submit to the Central Association of Railroad Officers, Cincinnati Division, for their consideration and views as to the advisability of adopting the following changes in the storage rules, but not for action:

In lieu of the present charges, the rate to be fixed at 5 cents per 100 lbs., with a minimum charge of 25 cents, for the first week, and 3 cents per 100 lbs., with a minimum of 10 cents. for the second or any subsequent week. The free time to remain as at present. 48 hours.

Kindly advise, and oblige, Yours truly,  
(Signed) O. G. Fetter, Chairman.

**Mr. Paquette:** I move that the Secretary be instructed to communicate with the secretaries of the other associations, within the State of Ohio, with a view of having a joint committee appointed to formulate uniform rules throughout the state covering the storage of less than carload freight in warehouses.

**Seconded and carried.**

### **Standing Auditing Committee.**

Mr. Wolff, Special Agent of the P. C. C. & St. L. Ry., offered the following:

Resolved, That a committee to be known as the Standing Auditing Committee, to consist of the proper accounting officer of three railroads, members of this Association, shall be appointed annually in the month of January, by the Executive Committee, to serve for the ensuing year, or until their successors have been duly appointed, said Committee to elect its own Chairman, to have charge of the accounting of the Association, and conduct the periodical examination of its accounts, calling upon the other members of the Association in rotation for such assistance as may be necessary.

Seconded by Mr. Arnold and carried.

A committee was appointed as follows: Pan-Handle, Big Four and the C. N. O. & T. P. Ry.

### **Rules Governing the Interchange of Cars.**

The subject of interchange of cars was brought up, and after considerable discussion the following rules were adopted by all lines with the exception of the N. & W. Ry.

### **Recommendation for the Government of Interchange of Cars Between the Following Lines in the Cincinnati Terminals, in Connection with the Central Association and M. C. B. Rules.**

Rule 1. All cars, loaded or empty, offered in interchange, that are safe to haul to the repair or transfer tracks of the receiving line, must be accepted by them, except as hereinafter provided.

**Rule 2.** For the protection of the receiving line, the delivering line must not offer any car with safety appliances that do not conform to the requirements of the Safety Appliance Act.

**Rule 3.** The receiving line shall make such repairs as the service requires, under the protection of the M. C. B. Rules, or transfer at its own expense, as follows:

- (a) Cars having physical defects that they do not wish repaired;
- (b) Cars on which lading is in bad order and needs adjustment;
- (c) All overloaded cars, if necessary to transfer;
- (d) Cars too large for tunnels;
- (e) Non-air cars;
- (f) Cars on which they have published restrictions.

**Rule 4.** This agreement to be effective from February 16th, 1906. Any line wishing to cancel this arrangement with any road or roads can do so by giving ten days' notice to such road or roads, through the Central Association of Railroad Officers, Cincinnati Division.

On motion the meeting adjourned at 12:45 p. m.

**J. C. HAGERTY,**

President.

**O. G. FETTER,**

Secretary.

## INDIANAPOLIS DIVISION.

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The Regular Monthly Meeting of the Indianapolis Division of the Central  
Association of Railroad Officers was held in Indianapolis Union  
Station, 2 o'clock P. M. Monday, February 5th, 1906.  
President Merion in the Chair.

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Representation was as follows:

L. E. & W.....	M. P. Deniston.....	Supt.
I. U. Ry.....	A. A. Zion .....	Supt.
I. U. Ry.....	J. E. Merion .....	Auditor.
C. I. & L. Ry.....	F. M. Quimby.....	Trainmaster.
C. C. C. & St. L. Ry....	J. F. Ward .....	Car Accountant.
P. & E. R. R.....	J. F. Ward .....	Car Accountant.
Vandalia . . . . .	J. J. Pruett .....	Train Master.
P. C. C. & St. L. Ry....	H. B. Reynolds.....	Train Master.
	W. T. Wolff .....	Special Agent.
C. H. & D. R. R.....	Not represented.	

Visitors—Nettleton Neff, Superintendent, P. C. C. & St. L.  
Ry.; E. L. Krafft, Chief Train Dispatcher, Vandalia R. R.

On motion, the minutes of the last meeting were approved  
as printed.

**Unfinished Business.**

Pursuant with action taken at the January meeting, concerning the handling of cars on the I. U. and Belt Ry. in conformity with the Safety Appliance Laws, the following is a copy of circular letter sent to all Superintendents:

Indianapolis, Indiana, January 16, 1906.

Mr. — — — —, Superintendent.

Dear Sir: The following is copied from the minutes of the January, 1906, minutes:

The question was brought up as to what effect had been produced by the posting of General Order No. 113, dated December 9, 1905, issued by Mr. A. A. Zion, Sup't, I. U. Ry. Co., relative to "Handling of Cars Not Equipped in Conformity with Safety Appliance Laws." The Secretary was requested to communicate with the respective Superintendents and ascertain just what results, if any, had been accomplished since the posting of this order.

Will you be good enough to advise the undersigned by letter not later than Thursday, January 25th, what effect, if any, the posting of this notice has had so far as your road is concerned?

Yours truly,

(Signed) G. B. Staats, Secretary.

The following responses were received and read by the Secretary:

P. C. C. & St. L. and Vandalia, Indianapolis Term'l Div.

January 18, 1906.

Mr. G. B. Staats, Secretary.

Dear Sir: Replying to your circular letter of January 16th, the General Order in question did not affect us in any way, as our Company had previously issued instructions covering this matter.

Yours truly,

(Signed) M. W. Mansfield,

Superintendent.

Chicago, Indianapolis & Louisville Ry. Co.

Indianapolis, Indiana, January 19, 1906.

Mr. Geo. B. Staats, Secretary,

C. A. of R. R. O., City.

Dear Sir: Yours of the 16th inst., subject matter, "Handling of Cars not Equipped in Conformity with Safety Appliance Laws":

I quote you below letter of our General Yard Master, Mr. R. E. Kennington:

General Order No. 113, issued by Supt. Zion, Dec. 9th, has brought good results. While they have delivered us several defective cars covered by this order, they were evidently overlooked by their Conductors. By rigid enforcement of this order, it will be much better for the service. We have complied strictly with the Order on all deliveries made to them.

Yours truly,

(Signed) A. J. O'Reilly,

General Agent.

The Lake Erie and Western Railroad Company.

Peru, Indiana, January 20, 1906.

Mr. G. B. Staats, Sec'y.

Central Ass'n R. R. O., Indianapolis.

Dear Sir: Replying to your letter of the 6th inst., relative to the effect of General Order No. 113, issued by Supt. Zion of the I. U. Ry. Company—

Our men advise me that they have noticed an improvement since posting this order. We do not receive nearly so many cars via the Belt with these defects. However, I cannot see that there has been an improvement in all roads, as the I. & V. Division of the Vandalia do not appear to be complying with this rule. We have received seven or eight cars from them with minor defects, such as uncoupling chains, etc., some of which have been returned to them for repairs.

Our Inspector's attention has been called to a few cases by the Belt Railroad conductors of cars with these defects, which we had made up in cuts for the Belt delivery; however, they



were empty cars returning to connection that had been received loaded in our oil track for switch movement where we have no inspector to inspect them on receipt.

There is an agreement between all roads that they will accept cars for switch movement that are in bad order and receive them back again with these defects when empty.

The only way that we can overcome this would be to have a joint inspector between ourselves and the Big Four at Pratt street, but we do not feel that the business will justify this extra expense.

Yours truly,  
(Signed) M. P. Deniston,  
Superintendent.

Big Four Route.

January 25, 1906.

Mr. G. B. Staats, Secretary,

Central Ass'n R. R. O., Indianapolis, Ind.

Dear Sir: Your letter of January 16th. We have had no cars rejected by the I. U. Ry. account of not being equipped in conformity with Safety Appliance Laws.

Yours truly,  
(Signed) C. A. Paquette.

The Cincinnati, Hamilton & Dayton Railway Company.

Indianapolis, January 28, 1906.

Mr. G. B. Staats, Secretary,

Central Ass'n of R. R. O.

Dear Sir: Referring to your letter of January 16th, asking what, if any, effect the posting of General Order No. 113, December 9, 1905, by Superintendent A. A. Zion, has had on our movement of equipment—

Owing to the fact that we adopted this plan of inspection and arranged generally to decline cars not properly equipped with safety appliances last June, this order did not work much of a hardship on us, but the order itself is certainly a good one: every line understanding that safety appliances must be in an

operative condition and in that way very little delay to cars, either loaded or empty, being brought about.

Yours truly,  
(Signed) J. M. Scott, Superintendent.

The Peoria and Eastern Railway Company.

Indianapolis, Indiana, January 29, '06.

Mr. G. B. Staats, Secretary,

Central Ass'n of R. R. O., City.

Dear Sir: Replying to your letter of the 16th inst., in regard to posting of General Order No. 113, dated Dec. 9, 1905, issued by A. A. Zion, Superintendent I. U. Railway Company, relative to handling cars not equipped in conformity with Safety Appliance Laws—

I beg to advise that we had issued such instructions to our men previous to instructions issued by Mr. Zion, and our men are complying with these instructions almost to the letter.

Yours truly,  
(Signed) M. A. Neville.

The Indianapolis Union Railway Company.

Indianapolis, Indiana, Jan. 17, 1906.

Mr. G. B. Staats, Secretary,

Central Ass'n of R. R. O.,

Indianapolis Division. City.

Dear Sir: Replying to your circular letter of 16th inst., relative to General Order No. 113 of December 9, 1905, in regard to handling of cars not equipped in conformity with Safety Appliance Laws:

The rule has practically been enforced, but in one instance a conductor on the Belt Railroad received and handled a car without draw bar, consigned to a private industry located on line of another road. In explanation for so doing, the conductor says that he did not think the rule applied to cars for private industries.

He was instructed that the rule was explicit, and made no exceptions to cars being handled to and from private industries.

The conductors on the Belt have reported as having refused some six or eight cars that were defectively equipped as stipulated in General Order No. 113.

No objections were made or fault found by the delivering road for our conductors refusing to handle such cars, but on the contrary the action was approved, and it seems to be the desire of all companies to conform with the rule.

Very respectfully,  
(Signed) A. A. Zion, Superintendent.

It was the sense of the meeting that posting of the General Order bearing on Safety Appliances had been beneficial to all the lines, and furthered the work of complying with the law.

#### **Subject for Discussion at Annual Meeting.**

The Secretary stated that a letter had been addressed to each Superintendent, requesting that they submit or suggest topics of general interest, but the effort had not yet borne fruit as the members had not made any recommendations.

It was suggested that the Secretary again take up the matter with all concerned, as the time was getting short and Secretary O. G. Fetter should be advised as early as possible what to expect from this Division.

#### **Reports of Committees.**

##### **Revising Constitution—Compiling Instructions, Date, etc.**

Special Committee, A. A. Zion, Chairman, reported progress, asking for an extension of time. (Granted.)

**Collision Between Big Four Engine 89 and Pan-Handle Engine  
8393 on Union Railway Tracks, October 19, 1905.**

Report of Standing Committee, M. P. Deniston, Chairman:  
Peru, Indiana, February 3, 1906.

Mr. G. B. Staats, Secretary,

Central Ass'n R. R. O., Indianapolis, Ind.

Dear Sir: Returning papers relative to the accident on Union tracks at Indianapolis, between Big Four engine 89 and P.-H. engine 8393, October 19th, which was referred to the Standing Committee—

We did not refer this to others of the Committee as they are interested parties, and, having read the evidence carefully, as contained in these papers, must decide that the Big Four is at fault, and should re-imburse the Pan-Handle for their loss, for the reason that it is admitted that they violated one of the most important rules on the I. U. road, besides having passed a danger signal without protection, while there is nothing to show that the Pan-Handle was not moving under their rights.

We do not think, from the fact that movements have been made without signals, it should in any manner lessen the responsibility in this case, and are of the opinion, unless Rule No. 3 is strictly carried out, there will be many more accidents on Union tracks.

From the fact that the switch tender was not at the switch when the Big Four wanted to move, it is shown that he was in the shanty answering telephone call, which is a part of his duty, his absence in no way contributed to the accident.

Yours truly,

(Signed) M. P. Deniston,

Supt. I. E. & W. R. R.

(Signed) F. W. Quimby,

Trainmaster C. I. & L. R. R.

On motion, the Committee's report was accepted, ordered made a part of these proceedings, and the Secretary requested to notify the parties interested, furnishing each with a copy of the Committee's decision.

**Members Proposed.**

Mr. Nettleton Neff, Superintendent of the Richmond Division of the P. C. C. & St. L. Ry., was, on motion, unanimously elected a member of this Division.

**Communications Received.**

Richmond, Indiana, January 15, 1906.

Mr. G. B. Staats, Sec'y,  
C. A. of R. R. O., Indianapolis.

Dear Sir: I notice in the last proceedings of the meeting of the C. A. of R. R. O., at Indianapolis, that the Richmond Division of the P. C. C. & St. L. Ry. Co. had no representative. Inasmuch as a number of the stations on this Division are under the jurisdiction of the Association, I think this Division should be properly represented, and upon receipt of your advice that the matter has been arranged, I will be glad to attend the meetings.

Yours truly,  
(Signed) Nettleton Neff, Sup't.

Indianapolis, January 15, 1906.

Mr. G. B. Staats, Sec'y,  
Central Ass'n of R. R. O.,  
Indianapolis, Indiana.

Dear Sir: I have your letter dater January 13th, advising that I have been elected a member of the Indianapolis Division of the Central Association of Railway Officers, and that I will be furnished a copy of proceedings and be notified of all meetings.

Allow me to thank the Association through their Secretary for this courtesy, and to state that I shall be glad to attend the meetings where it is at all possible for me to do so.

Yours truly,  
(Signed) J. M. Scott, Superintendent.

**New Subjects.**

Peru, Indiana, January 26, 1906.

Mr. G. B. Staats, Sec'y,

C. A. of R. R. O., Indianapolis.

Dear Sir: I would like to bring the question up, at our February meeting, of settling responsibility of damage between trains and engines of the different companies while on Union tracks.

My experience in the last few years has been that it has been a very difficult matter to settle responsibility.

Up to within the last five or six years, or perhaps longer, all accidents occurring on Union tracks were investigated and decided by Mr. Zion, and the Lake Erie, for one, is willing to go into an arrangement of this kind, and by doing so, it will save a lot of trouble to the Superintendents.

I have in mind two cases of collisions in which the Superintendents cannot get together, and one of them occurred 15 months ago and is still unsettled.

It is my understanding that it is the practice everywhere that the Superintendent of the railroad used by other lines investigates and decides responsibility.

I would be glad to have this matter put in shape and brought to the attention of all the Superintendents of Indianapolis lines so that we might have an agreement to this effect.

Yours truly,

(Signed) M. P. Deniston, Superintendent.

Mr. Zion stated that at one time it had been the custom for the Superintendent of the I. U. Ry. Co. to hold or conduct the investigations of all train accidents occurring on the rails of the I. U. and Belt Railway, and render a decision as to responsibility, but that the practice, for some reason unknown to him, was changed during the time of his predecessor, and for past several years the roads involved in the accident have been making the investigations and endeavoring to fix the responsibility.

Further discussion disclosed a disposition on the part of the members present to return to the former practice; i. e., the Superintendent of the I. U. Ry. Co. to conduct investigations and decide on the responsibility for all train accidents which occur on I. U. Ry. or Belt Ry.

Before taking definite action, it was decided on motion, offered by Mr. Wolff, to submit the question to each road and request a letter ballot; this with the understanding that any company not satisfied with the finding of the Superintendent of the I. U. Ry. Co. shall have the right to appeal to the Board of Managers.

The Secretary was directed to arrange accordingly and report at the next meeting.

**Proposed Discontinuing the Delivery of Cars via Union Tracks,  
to Industries Located on Private Sidings, on Various Lines.**

Mr. Reynolds brought up this subject, explaining that on account of the progress being made with track elevation, some arrangement should be made for the Union Railway to handle all this business—each road to place the cars on the respective receiving tracks, the Belt engines to pick up the loads and complete the delivery.

In this connection, Mr. Deniston called attention to a vast amount of empty mileage made on the Union Railway by the engines of the various roads, caused by an engine of one company taking loads to another or foreign line and returning empty, while at the same time the receiving road was performing the same service in reverse order, being equivalent to one of the engines and crews making the round trip empty.

These matters elicited considerable discussion, resulting in the Chair, on motion, appointing a Special Committee, composed of H. B. Reynolds, Chairman, C. A. Paquette, A. A. Zion, to look into the situation, formulate some plan looking toward a more economical interchange or switching service by having

the Belt Ry. engines perform the work, and submit a report  
the next meeting.

Adjournment.

J. E. MERION,

G. B. STAATS.

President.

Secretary

Indianapolis, Indiana, February 10, 1906.



## COLUMBUS DIVISION.

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Regular Monthly Meeting of Central Association of Railroad Officers  
Columbus Division, held in Room 308, Union Station, Columbus, O.,  
February 21st, 1906.

Meeting was called to order at 1:40 p. m. by President W.  
G. Bayley, with the following representation:

B. & O. R. R.....	J. F. Irwin.....	Superintendent.
	G. J. De Vilbiss ...	Master Mechanic.
C. A. & C.....	W. B. Wood.....	Supt.
C. C. C. & St. L. Ry.....	W. G. Bayley.....	Superintendent.
	G. Wirt .....	Master Mechanic.
Hocking Valley.....	R. S. Quigley.....	Superintendent.
N. & W. Ry.....	G. P. Johnson.....	Superintendent.
P. C. C. & St. L. Ry.....	L. Ohliger.....	Superintendent.
	W. T. Wolff .....	Special Agent.
	S. W. Miller .....	Master Mechanic.
Penna. Co., (Toledo Div.)	Otto Schroll .....	Superintendent.
	J. J. Walsh .....	Gen'l Foreman.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent.
	H. E. Passmore...	Master Mechanic.

Visitors—Paul Jones, Superintendent C. & M. V. Ry., Zanesville, O.; E. R. Scoville, Superintendent B. & O. S-W. Ry., Chillicothe, O.; John Wohrle, Chief Joint Inspector, Columbus, O.

Minutes of the previous meeting were read by the Secretary and approved as read and published.

### **Unfinished Business.**

#### **Interchange Car Inspection Agreement and Rules.**

As directed at the last meeting of this Division, the Executive Committee on Joint Car Inspection submitted a revision of Interchange Car Inspection Agreement and Rules, which, in opinion of the Committee, would best suit conditions at Columbus.

The Agreement and Rules were laid before this meeting, and, that the subject might receive the serious attention it merits, it was moved, seconded and carried that the Articles and Rules be taken up for discussion seriatim.

The preamble, as proposed, was adopted unanimously.

After an extended discussion of Article 1, Section 1, developing a diversity of opinion, particularly as to the proper name for the Committee, the following motion was offered, seconded and carried:

#### **Article 1.**

Sec. 1. There shall be appointed annually by the President, Columbus Division, Central Association of Railroad Officers, at the December meeting, an Executive Committee on Interchange Car Inspection, to be composed of five (5) members, who shall have general charge of Interchange Inspection. The Committee shall elect its own Chairman. Representatives of three (3) roads, members of the Committee, shall constitute a quorum. No road shall have more than one representative on the Committee, and no member shall represent more than one road.

Article 2—Sections 1, 2 and 3 adopted.

Article 3—Sections 1 and 2 adopted.

### **General Rules.**

- Rule No. 1 adopted.
- Rule No. 2 adopted.
- Rule No. 3 adopted.
- Rule No. 4 adopted.
- Rule No. 5 adopted.
- Rule No. 6 adopted.
- Rule No. 7 adopted.
- Rule No. 8 adopted.
- Rule No. 9 adopted.
- Rule No. 10 adopted.
- Rule No. 11 adopted.
- Rule No. 12 adopted.
- Rule No. 13 adopted.
- Rule No. 14 adopted.
- Rule No. 15 adopted, to read April 1st, 1906.
- Rule No. 16 adopted.
- Rule No. 17 adopted.

On motion, duly seconded and carried, the Articles and Rules, as proposed by the Executive Committee on Joint Car Inspection, with changes as adopted at this meeting, were adopted as a whole.

It was then moved, seconded and carried that the Constitution and By-laws, as recently revised, and Standing Resolutions, as recently compiled, be adopted as of April 1st, 1906.

### **Reading of Correspondence.**

Following communication received by Secretary of this Division from Secretary of Denver Division:

Dear Sir: This Division has on its calendar the question of who should make the transfer, delivering line or receiving line, of a through consignment, car in good order, when the delivering line objects, for reasons of its own, to its equipment going through.

Will you be good enough to advise me of the present practice in your territory, and very much oblige,

Yours truly,  
(Signed) E. E. Hill, Secretary.

Secretary was instructed to reply to the effect that, under conditions as outlined in Mr. Hill's letter, the delivering line should make the transfer.

Communication from Mr. Fetter, on subject of unloading of iron ore and mill cinder at furnaces, was ordered held over until succeeding meeting.

### **Reports of Committees.**

Committee appointed at last meeting to select member of this Division to prepare paper and present it at Annual Meeting was not prepared to report, and were granted an extension of time.

### **New Business.**

#### **Withdrawal of O. R. & W. Ry. Co. from Membership in Columbus Car Service Association.**

On motion duly seconded and carried in compliance with request of General Manager of the Ohio River & Western Railway Company, the membership of said O. R. & W. Ry. Co. in Columbus Car Service Association was cancelled, it being further understood and agreed that, with the cancellation of such membership, the O. R. & W. Ry. is not eligible to vote at meetings of the Association, and with the further understanding that the expense of the Association, heretofore borne by O. R. & W. Ry. Co., will be prorated among the several lines retaining their membership.

Application from Chairman of Executive Committee on Joint Car Inspection for authority to grant an increase of

\$10.00 per month each in salary of Chief Joint Inspector and Clerk at Columbus was held over until succeeding meeting, and in the meantime Secretary was instructed to ascertain what salaries were paid for similar positions at other points.

Bill of \$12.82, this Division's proportion of expense of Central Association of Railroad Officers, was approved and ordered paid.

Adjourned 4:00 p. m.

W. G. BAYLEY,  
President.

J. D. BERRY,  
Secretary.

## TOLEDO DIVISION.

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Regular Monthly Meeting of the Central Association of Railroad  
Officers, Toledo Division, held in Room 340 Valentine  
Building, Thursday, February 8th, 1906.

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Meeting was called to order at 11:00 a. m. by President  
Quigley, with the following representation:

Hocking Valley Ry.....	R. S. Quigley.....	Superintendent.
	T. R. Limer.....	Supt. Car Service.
L. S. & M. S. Ry.....	T. J. Charlesworth.....	Gen'l Agent.
	G. E. Husted.....	Agent.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent.
	T. R. Limer .....	Supt. Car Service.
C. C. C. & St. L. ....	W. G. Bayley .....	Superintendent.
W. & L. E. R. R.....	W. P. Schaufele ..	Supt. Car Service.
M. C. R. R.....	B. R. Donovan.....	Trainmaster.
P. M. R. R. ....	J. P. Atkin.....	Car Service Agent.
	H. E. Meyers.....	Agent.
Wabash R. R.....	C. H. Newton.....	Agent.
C. H. & D. Ry.....	E. F. Holbrock .....	Agent.

The minutes of previous meeting were approved as printed  
and distributed.

**Topic for Discussion at Annual Meeting.**

The Committee appointed to select a topic for discussion, and designate a member of this Division who will prepare paper, reported the following subject, and selected Mr. J. P. Main, Superintendent D. & T. S. Line, as the member who will prepare the paper:

**"Movement of Empty Foreign Equipment Over Roads with a View to Keeping Down 'Penalty' Expense."**

Mr. W. G. Bayley: I move that the report of the Committee be accepted.

Seconded by Mr. Speaks and carried.

**Proceedings of the Meeting of Standing Committee on Interchange Inspection, held Thursday, February 1, 1906.**

The Secretary read the minutes of the meeting of the Standing Committee on Interchange Inspection, held Thursday, February 1st, and on motion the report was received and placed on file.

**Reclaim on Cars Containing Non-Transferable Commodities Ordered Returned for Transfer.**

Mr. Limer called attention to the resolution adopted November 9, 1905, and explained that the wording of this resolution placed no restrictions on the road holding the car. He stated that reclaims presented to his company on cars ordered returned by them for transfer run as high as thirteen (13) days in a number of cases.

He asked the Association to consider the matter with a view

to arriving at some uniform time in which the holding company will be required to return cars containing non-transferable commodities ordered returned for transfer.

The original resolution adopted November 9, 1905, reads as follows:

Resolved, That cars containing non-transferable commodities, ordered returned for transfer, shall be eligible to reclaim from the time received until returned in the ordinary course of business.

After some discussion the following amendment was adopted:

Moved, That a maximum of five (5) days' reclaim be allowed after receipt of orders for return of cars.

On motion, adjourned, to meet Thursday, March 8th, 1906-

R. S. QUIGLEY,  
President.

JOS. DAHM, Jr.,  
Secretary.



## PEORIA DIVISION.

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Proceedings of Regular Monthly Meeting held in Room 17, Union Station,  
Peoria, Ill., Tuesday, February 13th, 1906.

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Meeting convened at 1:45, adjourned temporarily at 2:00,  
and re-convened at 3:15 p. m., President Schaff in the chair.

### Present.

A. T. & S. F. Ry.....Not represented.  
C. & A.....E. Ryder .....Superintendent.  
C. & N. W. .... W. D. Cantillon.... Asst. Gen. Mgr.  
                  W. E. Morse .....Gen'l Supt.  
                  S. M. Braden .....Superintendent.  
C. B. & Q.....J. W. Mulhern ....Superintendent  
C. R. I. & P.....Not represented.  
C. P. & St. L.....M. D. Schaff .....Superintendent.  
Ill. Cent. .... O. Schilling .....Superintendent.  
Iowa Central.....Not represented.  
L. E. & W. R. R. ....H. A. Boomer .....Asst. Gen'l Supt.  
                  W. J. Davis.....Superintendent.  
P. & P. T.....E. A. Burrill .. V.-P. and Gen'l Mgr.  
P. & P. U.....Ph. Niederlander ..Superintendent.  
P. & E. .... M. A. Neville.....Superintendent.

T. P. & W.....S. M. Russell.....Superintendent  
Vandalia . . . . . F. H. Worthington. Superintendent.

Visitors—N. D. Ballantine, Supt. Car Service, C. R. I. & P.;  
H. I. Battles, Agent, C. R. I. & P.; J. M. Daly, Car Accountant,  
Ill. Central; A. N. East, Gen. Frt. & P. Agent, Ill. Southern;  
G. E. Simpson, Supt. Trans. C. M. & St. P.; F. Clark, Car Ac-  
countant, C. B. & Q.; C. D. Cass, Gen. Mgr. W. C. F. & N.; A. D.  
Oyer, Agent C. & N. W., Chicago; F. R. Hale, Agent Vandalia  
R. R., Terre Haute; E. J. McDonald, Gen. Yardmaster C. B. &  
Q., Kansas City; J. W. Hendley, Agent, C. & N. W.; D. C.  
Frederick, Car Service Agent, C. P. & St. L.; L. Page, Gen.  
Agent, C. B. & Q.

Chairman: Unless there is objection, the proceedings of  
the January meeting will be approved as printed, without read-  
ing.

So ordered.

#### Switching Limits for Reclaim Purposes.

Big Four Route.

Indianapolis, Ind., Feb. 1, 1906.

A. J. Elliott, Sec'y:

There seems to be a misunderstanding of Rule 7 of the Peo-  
ria and Pekin Per Diem Reclaim Rules. Rule 7 is intended to  
cover cars repaired by the receiving line, and was so con-  
structed by me and others in the meeting when these rules were  
adopted. A car delivered in bad order, and the receiving line  
does not want to accept, such is covered by Per Diem Rule 9  
and Car Service Rule 5.

In order to avoid any misunderstanding, a number of other  
divisions have got out interpretations which are covered on  
page 25 to 27 inclusive, of the Switch Reclaim Rules of To-  
ledo; and are being printed by Cleveland, Columbus, Cincin-  
nati and Indianapolis Divisions, and I recommend that the  
same interpretations be printed in the Peoria Rules.

You will also notice that this little booklet of Toledo includes schedule of prices for transferring cars, and is the figures used in making bills against each other for transferring. I have requested Mr. Frederick to send you my booklet when he gets through with it, until such time as you can get one from Toledo yourself, then please return mine for file.

(Signed) J. R. Cavanagh.

### Big Four Route.

Indianapolis, Ind., 2-7-06.

A. J. Elliott, Sec'y:

We hereby give notice that we will not be governed by Rule 7 of the Peoria and Pekin Reclaim Rules, except where cars are transferred or repaired by the receiving road instead of returning the loaded cars to the delivering road, in which case the receiving road is entitled to reclaim the actual per diem up to three days. Under M. C. B., Per Diem and Car Service Rules, if a car is in bad order the receiving road must refuse it, and if they see fit to hold it one to three days before returning it they must stand the consequences.

(Signed) J. R. Cavanagh.

Mr. Mulhern: I move these letters be referred to the Arbitration Committee for an interpretation of the rule, and if, in their judgment, the Toledo interpretations are wise, that they so report.

Seconded and carried.

Mr. Frederick: It has occurred to me that, in fixing the reclaim limits, there should be a dividing line; a car moving from Pekin to South Bartonville should be considered a Pekin reclaim, and one moving from Peoria to South Bartonville should be a Peoria reclaim. There are some other things that should go to this Committee that I do not think are fully understood; for instance, cars coming to us empty for the Globe Distillery to be loaded; we switch them and pay the per diem, the cars are returned, say to the P. & P. U., and we know not where they are to be unloaded. They may be unloaded in Peoria, in

which case a reclaim is made against us, and we get it both going and coming.

Mr. Braden: I move that such cases be referred to the Arbitration Committee for ruling.

Seconded and carried.

### **Early Closing of Freight Houses.**

Vandalia Railroad Company, Peoria Division.

Office of the Superintendent.

Terre Haute, Ind.

Mr. M. D. Schaff, President,

Peoria Div'n Cent. Ass'n R. R. Officers,

Springfield, Illinois.

Dear Sir: At the January meeting of the Association, a Special Committee was appointed by you to investigate the facilities and the manner of handling L. C. L. business at the different freight houses in Peoria, and report their findings at the next meeting, with recommendations.

In accordance with these instructions, the Committee has held meetings, and finds that the principal difficulties to be remedied in order to facilitate the handling of freight are at the P. & P. U. Freight House, these difficulties consisting of congestion inside of freight house, congestion of teams on drive-ways, and the improper handling of freight at the outbound and inbound freight houses and transfer platform.

The Committee found that there are many objectionable and costly methods now in use at the freight houses, some of these methods being occasioned by the action of the shippers and others by the railroads.

On the part of shippers they found:

1st. That earlier deliveries of outbound freight should be made.

2nd. That bills for a large consignment of outbound freight are sent to freight house and then the articles keep coming all day, and even part of the

next day. No checking can be done till entire consignment is received, and house is thus blocked.

3rd. Each wagon does not have the bills for its load.

4th. Two or more wagons coming to the freight house with bills of all on one of the last wagons to arrive.

5th. Scattered and incomplete shipments sent down without billing.

6th. Shipments are not assembled into separate consignments before sending to freight house.

7th. All freight is not being plainly and properly marked, and each package is not being marked.

8th. Consignees take advantage of free time limit before taking freight from inbound house.

9th. Teams should not stand parallel with but at right angles to doors.

On the part of the railroads they found:

1st. That a material improvement can be made in the house construction at comparatively small expense.

2nd. Two or more handlings of freight, particularly transfer freight for tenant lines.

3rd. That there is a large deficiency in the number of trucks, wagons, dollies, etc., available for use.

4th. That the transfer each way with the outside railroads will never be less than a car to each freight house, and a greater improvement for all concerned can be made by installing car transfer.

5th. That the two outside railroads do not have bills delivered with each wagon load of transfer freight.

6th. That all way-bills or copies should be sent by the agents to the house for checking direct instead of by Blind Tally.

7th. That the entire force of the freight house and methods of doing the work, should be reorganized and changed.

8th. Cars not always placed promptly by 7:00 a. m.

9th. A more systematic and proper cleaning of cars is necessary.

10th. That teamsters should not be allowed inside of freight house as the good they do is more than offset by the mix-up of freight and blocking of doors.

The points given above of delinquencies of shippers the Committee feel can all be remedied by each of the questions being taken up with each of the various Merchants Associations of Peoria, and by these Associations taking such action as will enforce the correction of these difficulties, and your Committee would recommend that this Association take up these points with the various Merchants Associations.

The delinquencies of the Railroads are not so easily solved nor corrected, and your Committee has taken each of the points shown above as delinquencies on the part of the Railroads separately, and our explanations with recommendations for each of these are as follows:

1st. **House Construction.**—Attached to this report is a sketch showing the Committee's recommendation for the location of the transfer platform, this transfer platform to be removed towards the inbound freight house two track spaces, putting these two tracks where the platform now stands, thus allowing one track to be between the transfer platform and the inbound freight house, this track having a capacity of 19 cars, using the present platform, located at the west end of the inbound freight house as a portion of the inbound house, covering the platform and having a track on each side of the same. This would give 10 cars additional for inbound freight.

All cars, having any Peoria local freight in the cars,

must be so loaded by the various railroads that the Peoria local freight is accessible when car is opened, so that Peoria freight can be unloaded without handling any transfer freight. The 29 cars of inbound freight would be set on the three tracks shown on plan as 6, 7 and 8, at 7:00 a. m., and Peoria proper, freight unloaded from cars, after which cars would be immediately switched to the adjacent storage yard and any remaining cars shoved in. If tracks shown as 4 and 5 are not filled with cars for outbound freight, the cars containing transfer freight can be shoved into these two tracks at once instead of being left in the storage yard, and at the first opportunity the gangs could be sent from the inbound house to commence on the work of handling the transfer freight. If tracks 4 and 5 are occupied, cars containing transfer freight would be held in the storage yard until all Peoria proper freight had been unloaded from all cars, at which time cars would again be shoved in on track 6 for the handling and unloading of transfer freight, this transfer freight being handled across the platform into cars standing on any one of the five tracks on the opposite side. This system would avoid the putting of any transfer freight into the freight house or onto the platform and any second handling of the transfer freight, as all bills must be in the hands of the freight house previous to the handling of any freight.

The above system necessitates absolutely prompt switching service and possibly sealing cars when cars are switched to storage yard.

Put in matched maple or other smooth floor over entire freight house and platform, as this will not only allow freight to be trucked faster but will allow increase in truck loading, which your Committee found was very small, and decrease damage to freight on trucks.

Put in sufficient scales to give each railroad at least

one set, and all freight must be weighed as it is received.

Provide more up-to-date facilities in the way of traveling cranes, etc., for transferring carload lots.

The Committee would recommend that the P. & P. U. be requested to make the above changes.

2nd. **Double Handling of Freight.**—This objection is particularly true of transfer freight for the tenant lines, which transfer freight, under the present system, is unloaded from the cars into the inbound freight house or onto the transfer platform, and as, in a large number of cases, the bills have not been received, this freight cannot be taken direct to the outbound cars, which should be the case. With the reconstruction of the house as recommended, and furnishing to the freight house by all agents of proper way-bills, this second handling of freight can be entirely done away with and all freight taken direct to its final point, and your Committee would recommend this correction.

3rd. **Deficiency of Equipment.**—When freight is received in the outbound house, it should be loaded direct from the wagon onto a truck and not unloaded from this truck until placed at its final point, and sufficient trucks, wagons, dollies, etc., should be provided to allow this to be possible, and the Committee so recommends.

4th. **Transfer with C. B. & Q. and Rock Island.**—The Committee ascertained that this transfer each way between the various freight houses will never be less than a carload to each freight house, and that a great improvement can be made by having this transfer made in cars instead of teaming, as at present. This would not only relieve both the inbound and outbound freight houses of the transfer freight in them, but would relieve the congested driveways by keeping the transfer teams away, and your Committee would recommend the installation of this car transfer as soon



as the present contract with the teaming company can be cancelled.

**5th. Non-Delivery of Bills with Each Wagon Load of Transfer Freight.**—It has been the custom to handle transfer freight between the P. & P. U., Rock Island and C. B. & Q. Freight Houses by teams, these teams taking the transfer freight to the various houses and putting it in the freight houses without way-bills coming with this freight, thus necessitating holding the freight on the floor of the houses until such time as the bills are delivered. Until it is possible to install the car transfer, each wagon load of freight should be accompanied by all the way-bills for all the freight on that wagon, and we would recommend that each of the freight houses put this into effect at once.

**6th. Checking from Way-Bills instead of Blind Tally.**—The Blind Tally System is now in use at the P. & P. U. freight house and this system, your Committee feel, is very objectionable inasmuch as it does not permit the freight house people to take freight to its final point, and very often prevents the handling of transfer freight for a considerable length of time, and in a large number of cases will necessitate second handling of much freight. By the installation of checking direct from way-bills or copies of same, these defects will be entirely done away with, as by a use of the way-bills, freight can be taken direct to its final point. In this connection, it should be understood that cars will not be placed at the house till way-bills are furnished the freight house for handling of freight. Bills for Peoria proper freight should be sent down first, and these would be returned to agent's office immediately after unloading of freight. For use in the inbound house, the Quadruplex freight bill should be used and made out in the agent's office, this bill being used as a delivery bill instead of present delivery book.

**7th. Reorganization.**—While your Committee found

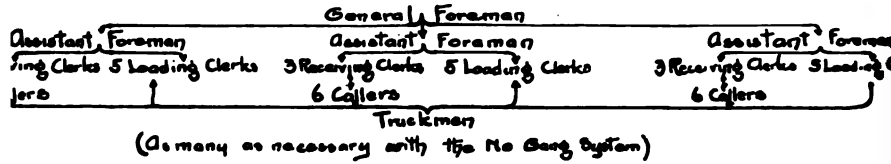
that the present organization was good so far as it went, still we do not believe that there is sufficient supervision. By the addition of three first class assistant foremen in charge of the clerks and truckmen, the Committee feel that the P. & P. U. would easily save the salaries of these assistant foremen in the way of increased work done by all of the men, and, in addition, the freight would be properly placed and all men handled in an up-to-date way. It was found that the present system of joint check clerks was good but there were not sufficient clerks to handle the business promptly as it was received or delivered, and that when freight was received at the doors, it was simply piled in the doorway, and in a short time the doorway was blocked, thus necessitating teams standing at doorways much longer in order that their freight can be taken in, and requiring considerably more time for the checking of this freight in order that teamster could obtain his receipt. During all of these delays, other teamsters were waiting to get to the door. This trouble can only be remedied by having receiving clerks for each road with an assistant or caller at each door, which caller would receive the freight on a truck from the rear of the wagon where it was brought by the teamster, shove this truck across the scales to be provided, and mark the truck with the marking given by the receiving clerk, this truck to then be taken by a truckman to the marked destination.

In the outbound house, the truckmen would be organized in what is called the "No Gang" or Drop Truck system, that is, after a truckman has taken a truck load of freight to the car and comes back with the empty truck, he would stop at the point where there is a truck load of freight which had been shoved over the scales, leaving his empty truck at that section and taking the new load to its proper car. This saves a long walk with an empty truck for practically every truckman for every load taken. There would be fif-

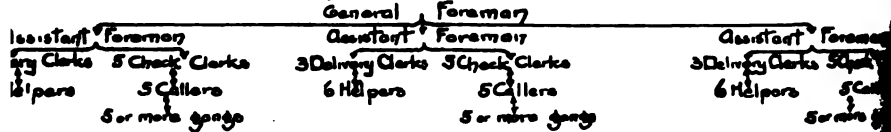


# Proposed Organization of Forces at Freight House PEORIA - ILL.

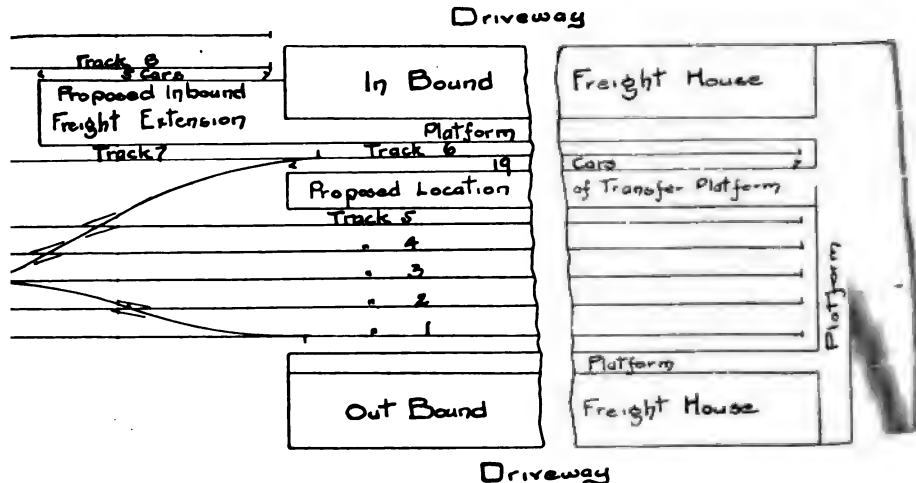
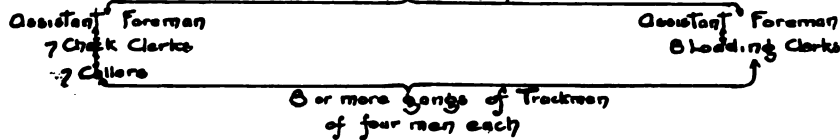
## Out Bound House



## In Bound House



## Transfer Platform



Sketch Showing Proposed Location of Transfer Platform and Inbound Freight Extension at Freight House Peoria Illinois

teen loading clerks to receive the freight in the cars as the truckmen brought it in. The receiving clerks would remain in the outbound house at all times, while the eighteen callers provided for would be used in the outbound house a portion of the afternoon, in the inbound house a portion of the morning, and the remaining time either as truckmen or callers for the transfer. The fifteen loading clerks provided in the outbound house, would work there a portion of the afternoon, as check clerks in the inbound house a portion of the morning, and as check clerks and loading clerks on the transfer during the remaining time.

At the inbound house the organization would be somewhat similar to that in the outbound house in the way of having a delivery clerk for each road (with a helper at each door), the delivery clerks to stay on duty at the inbound house at all times and the truckmen, instead of going with the "No Gang" system, would unload the cars in gangs of four men each.

Under the system recommended, the Committee feel that each of these gangs of four men will accomplish more work than is now accomplished by each gang of five men.

The transfer freight will be handled after the Peoria proper freight is taken care of in the inbound house and before it is necessary to use all the men at the outbound house in the afternoons.

Attached to this report is a graphic diagram of this organization as proposed, three assistant foremen being provided for, the one general foreman over all freight houses, these three assistant foremen to work at whichever freight house or transfer platform that may be necessary. This organization will require additional men over those at present employed, as follows: Three Assistant Foremen, three Receiving Clerks, one Delivery Clerk, total, seven men.

There are employed at present fifteen clerks who act

as loading and unloading clerks, each of these clerks having their callers, and we allow these men to stay as at present. The Committee's recommendations would seemingly call for an increase on account of the eighteen men necessary at the doors of the freight house, but there are employed at present in the freight house, nineteen gangs of five men each, and, as stated before, your Committee feel that one man can be taken away from each of these gangs, and, according to our recommendation, have the gangs perform more work than is now being done, and this one man taken from each of the gangs can be used at the doors, thus causing no increase in expense to the P. & P. U., except for the supervision in the way of three Assistant Foremen. The four additional clerks recommended would be charged to the joint check clerk account and the cost distributed as on the present basis among the various railroads participating. The Committee recommend that this organization as outlined be put into effect.

8th-9th-10th. These items are matters of detail which can be corrected by proper handling on the part of the P. & P. U., and we would recommend that they take such action as will correct the difficulties.

Respectfully submitted,

F. H. WORTHINGTON.

J. W. MULHIERN,

S. M. BRADEN,

Committee.

Note.—Mr. Mulhern takes exception to Art. 4 and the words, "with a helper at each door."

Mr. Ryder: I move that the Committee's report be accepted, and the Committee continued, with instructions to talk up with the P. & P. U. and Merchants' Associations, and put into effect the recommendations contained in the report.

Further that the thanks of the Association be extended to the Committee for their careful and complete report.

Seconded and carried.

Mr. Worthington: I should like to ask what Mr. Ryder's idea is, in regard to the carrying the matter to the P. & P. U.?

Mr. Ryder: We must consider that a part of this report requires a considerable outlay on the part of the P. & P. U., such as hard wood floors, rearranging their forces, etc., which will necessarily cause increased expense, which the roads will have to pay, in accord with the tonnage handled. I assume further, that Mr. Niederlander is quite as familiar with the workings of the freight house as the Committee could be, and he should be taken into the Committee's counsels, after which, they could then take the matter up with Mr. Millard as to the increased expense, and see if he is willing to undertake it.

Mr. Russell: Won't they also have to take the matter up with the "Q" and Rock Island, and see if they are willing to adopt the Committee's suggestions?

Mr. Ryder: Undoubtedly so.

Mr. Boomer: Won't the car transfer cause delay to your freight?

Mr. Worthington: This was talked over very fully with the men in the freight houses, as well as the agents of the various lines, and it is their opinion that the suggestions, if carried out, will keep freight off the floor, and relieve congestion in the drive-ways.

Mr. Boomer: I think you will find it hard to unload certain freight near the door, on the whole, however, I think good may come from the Committee's suggestions.

Mr. Braden: The fundamental idea the Committee have worked upon, is that we desire to improve an intolerable condition in the P. & P. U. freight house. We had one pretty hot meeting with the shippers, and a subsequent one with the agents, and the discussions at these meetings will be pro-

ductive of good results, we hope. The Local Agents took the position that the shippers must do it all, and the shippers objected to doing everything, consequently the Committee deemed it well to ascertain as to what the R. R.'s Deficiencies were, and if they discovered any to have them remedied before again going to the shippers, asking them to do anything. The Committee bore this point in mind all the way through. We discovered deficiencies, and we have embodied them in our report. We cannot expect the shippers to comply with our requests upon them, unless we give them some return to help the congestions between 3 and 5 o'clock. Our plan calls for another arrangement cutting up the team ways. We feel that the P. & P. U. can just as well load freight into car, and cheaper than to unload it at indefinite places and later pick it up and wheel it through the house and to wagons. We feel that with any kind of switch service, all transfer freight could be handled by noon, and that between 12 and 1 o'clock, while the men are not at work, the cars should be switched and the transfer made. It is saving of space if freight is handled in this manner. Furthermore, referring to Mr. Mulhern's objection, we feel that we should take and deliver freight at the tail end of the wagons, and not allow the teamsters on the freight house floor at all. This would avoid opportunities for theft, and we feel it is our duty as common carriers to make this concession to the business interests of Peoria, in return for what we shall later ask them to do. There should be no question about making the transfer of these cars between 12 and 1, and after going over the manner in which this business has been handled, we feel that transfer freight can be handled by noon, and the holding of freight for 24 hours be done away with.

Mr. Boomer: If the P. & P. U. take the freight over to the Rock Island will the Rock Island come and get it, and get it out on the night trains?

Mr. Battles: It will delay the freight practically 24 hours. Our house only holds enough cars for our outbound business, and we could not get the car in that afternoon.



**Mr. Boomer:** Could not that one car be one of your out-bound cars?

**Mr. Battles:** We have about all we can do without unloading any freight in the afternoon.

**Mr. Boomer:** It would save you taking it from the drays.

**Mr. Niederlander:** I think the report is very equitable in its nature. There are so many things suggested where the improvements would not cost a cent. In the matter of expense of clerks, the P. & P. U. were told to do the work for so much money.

**Mr. Braden:** I do not recall that this was required.

**Mr. Niederlander:** I think the Secretary's records will so show.

**Secretary:** I do not recall any such requirement. The P. & P. U. gave it as their opinion that the expense would be no greater.

**Mr. Battles:** Is the Committee's idea that any transfer freight we might have, would be sent you in one car, and that in return, they would send everything to us in one car?

**Mr. Braden:** Yes sir.

**Mr. Battles:** That would save us money—hundreds of dollars.

**Mr. Worthington:** I think the Rock Island will see the equity in this arrangement, and if so, that the "Q" will be willing to fall in line.

**Mr. Battles:** I should like to see it tried.

**Mr. Oyer:** I will say that I handle from 32 to 37 carloads of transfer freight every day. During the noon hour, 7 cars are set in to transfer, and, except 2 that are set at 4 o'clock, all are loaded out that night, and I think you will find this plan feasible to work at your houses.

**Mr. Braden:** The question of changing to car transfer would have to go over until the first of the year, I understand,

and then 60 days' notice be given according to contract with Teaming Company, and if my information is correct, it will be some time before this could be done, unless there was some way of annulling the existing contract. There are some of the suggestions, however, that could be put into effect now.

Mr. Worthington: I move that the secretary be instructed to notify the Local Agents' Association of all deficiencies found by the committee on the part of shippers, and that the Agents' Association take up the matter with each of the various Merchants' Associations, and ask for immediate correction.

Seconded and carried.

Mr. Oyer: When 40 to 50 per cent. of your freight is brought down before noon, your house will not be so congested. Now, with 60 per cent. of the freight arriving after 4 o'clock, it is difficult to handle.

Mr. Worthington: I move that the Secretary write the Agents' Association, instructing them to have billing, or sufficient copies of same, sent to the freight houses so that all freight can be handled by checking against this billing in a way to preclude the use of the Blind Tally System. This to be put into effect at once.

Seconded and carried.

Mr. Worthington: I move that the Secretary be instructed to notify the Local Agents' Association to decline to receive transfer freight, unless each shipment is accompanied by billing covering.

Seconded and carried.

### **Time of Meeting.**

Chairman: Mr. Ryder requests that the time of meeting remain at 9 a. m., as heretofore.

Mr. Braden: We would need to change our rules any way, if it was decided to change the hour.

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Chairman: It will be understood, then, that the hour of meeting will continue at 9 a. m.

Adjourned 5 p. m.

M. D. SCHAFF,  
President.

A. J. ELLIOTT.  
Secretary.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, February 9th, 1906.**

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The meeting was called to order at 10:20 a. m. with President Ryder presiding.

The representation was as follows:

B. & O. S-W.....	J. B. Grice.....	Fr't. Agent.
	H. G. Kruse.....	Train Master.
C. B. & Q.....	J. A. Somerville...	Supt. Terminals.
C. B. & Q.....	D. T. Taylor.....	For. Car Dept.
C. & E. I. R. R.....	G. H. Trenary.....	Gen'l Supt.
	R. D. Miller .....	Trainmaster.
C. & A. R. R. ....	E. Ryder . ....	Superintendent.
C. C. C. & St. L. Ry.....	Hadley Baldwin .....	Supt.
C. C. C. & St. L. Ry.....	R. R. Harris .....	Agent.
C. P. & St. L. Ry.....	C. D. Fredericks.....	Car Serv. Agt.
Illinois Central R. R.....	C. R. Wescott.....	Trainmaster.

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Chairman: Mr. Secretary, have we a quorum?  
Secretary: We have.

**Secretary:** We have.

Chairman: Unless there is some objection, the minutes of the previous meeting will stand approved as printed.

No objection.

### **Unfinished Business.**

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#### **Collection of Grain Doors at Elevators.**

Secretary: Under the head of Unfinished Business, we have, first, the matter of Collection of Grain Doors at Elevators. The Local Freight Agents' Association were to make a report on this, but have as yet not done so.

Chairman: We will pass then to the next subject.

#### **Report of Executive Committee, Interchange Car Inspection.**

Secretary: This report is taken up out of its regular order, on the suggestion of the Chairman, in order that the several representatives of Nelson Morris & Company, who are interested in the same, may not be unnecessarily detained.

Secretary reads:

St. Louis, January 26, 1906.

Mr. E. Ryder,

President Central Association of Railroad Officers.

Dear Sir: The Executive Committee, Interchange Car Inspection, met this day in private dining room of restaurant, Union Station, 9:30 a. m., the following members and visitors being present:

Members: P. J. Hickey, Jno. J. O'Brien, J. E. Meehling, and B. W. Moore.

Visitors: Mr. E. F. Kearney, Supt. Ter. Mo. Pac.; Mr. J. M. Kelley, General Agt. T. St. L. & W.; Mr. Charles Waughop.

Chief Inspector; Messrs. L. W. Krake, T. M. and J. H. Hohl, Supt. St. Louis National Stock Yards; Mr. J. E. Taussig, Supt. Ter. Wabash R. R.; Mr. T. R. Buckham, Assistant General Manager; Mr. E. V. Frame, Traffic Manager, and Mr. E. V. Berndt, T. C. D., of Nelson, Morris & Co.; Mr. F. L. Campbell, Train-master Vandalia Railroad Co.

In absence of the regular Chairman, Mr. Hickey was requested to take the chair.

The question of getting the private car lines at the St. Louis National Stock Yards to become members of the Interchange Car Inspection Agreement, was again taken up in compliance with your request for the further recommendations of this Committee relative to eliminating a certain feature of our local interchange rules in order to make them acceptable to the private car lines. These companies were again invited to attend our meeting, but Nelson Morris & Co. was the only one represented. The following telegram was read from Armour & Co.:

Chicago, Ill., Jan. 25, 1906.

Mr. J. Rothschild, Secretary.

Your letter 17th. Regret to find that I cannot attend your Committee meeting tomorrow, and as I will not be represented, beg to advise that our position in the matter has been stated in previous correspondence.

(Signed) W. E. Sharp,  
Superintendent.

Swift & Co. wrote as follows:

Swift Refrigerator Transportation Co.

Chicago, Ill., Jan. 22, 1906.

Mr. J. Rothschild, Secretary,

Central Association of Railroad Officers,

St. Louis, Mo.

Dear Sir: We have your letter of the 17th inst., inviting us to a conference in St. Louis, Friday, January 26, at 9:30 a. m. Regret that we cannot be represented on account of previous engagement. We have to say, however, that our position remains unchanged, and we maintain the same position

we have heretofore, that we insist upon the entire interchange and inspection being handled under and in accordance with M. C. B. rules.

Yours respectfully,  
Swift Ref. Trans. Co.

Mr. Buckham, Assistant General Manager of Nelson Morris Co., remarked:

Mr. Chairman and Gentlemen:


We are invited to membership in your Association to participate in the joint inspection of equipment provided for under your rules.

As you are aware, these rules provide for free passing of certain missing parts for which, under the rules of the Master Car Builders' Association, of which we are members, the receiving line would be entitled to cards.

These exceptions applicable to interchange of cars within St. Louis—E. St. Louis terminals are maintained, as we understand it, for the purpose of accelerating their movement, the lines interested realizing that any loss incurred through free acceptance of these defects they will recover in delivering like defects to other lines under the same conditions.

We, as car owners, are not justified in agreeing to such a rule, for the reason that it works always to our detriment, the passing of cardable defects without cards being invariably in movement to, and never in movement from us.

Possibly none of you will contend that the interests of the carrier as against those of the car owner are entirely lost sight of in the M. C. B. rules, and I maintain that in agreeing to join your Association with the proviso that inspection of our cars in delivery to us be conducted strictly under Master Car Builders' rules, we are taking an absolutely fair and tenable position, and one from which, in self-defense, we cannot afford to deviate.





Supposing we were to give way to our natural inclination to be a "good fellow" and conform to every condition imposed upon us by our St. Louis railway friends, what defense could we consistently advance should our good friends in Kansas City, St. Joseph and other cities request us to agree to such exceptions from M. C. B. rules as might appeal to them as apropos to their particular locality or conditions?

There is some divergence in the ideas of railway men in different parts of the country, and I invite your attention to our position should some of our friends in Kansas City, for instance, decide to interchange broken sills without cards.

At the last meeting of the Central Association of Railroad Officers, January 12th, the only objection raised to our being admitted to membership under M. C. B. rules was, that other private car lines, specifically the St. Louis Refrigerator Co. and the A. R. T. Company already are members and abide by all the rules of the Association. Perhaps shops are maintained by these companies only at St. Louis, in which event they can have no such objections as have we, who repair our cars at various Missouri River and other points; at any rate, their acquiescence to your rules, justified or otherwise, is no reason for our accepting conditions manifestly unfair to us.

I am satisfied, that in inviting us to become parties to your joint inspection, there is no intention on the part of your Association to treat us otherwise than fairly, and their hesitation to eliminate these exceptions from their rules is due to our not having clearly defined our position.

If you arrange for such inspecting force at the National Stock Yards as may be necessary for the prompt and efficient inspection of our cars at our plant, I am inclined to believe our participation in your joint inspection should be to our mutual advantage, and provided such inspection be conducted

strictly under M. C. B. rules, Morris & Co. will accept your invitation to become a member of your Association.

Gentlemen, I believe you cannot afford to put your respective companies in the position of delaying our cars for inspection because of your having excluded us from joint inspection by insisting upon the maintenance of rules which are absolutely one-sided and unfair to us, and at variance with those of the Master Car Builders' Association.

The whole matter was again very thoroughly thrashed over, but the Committee could not see its way clear to recommending the admittance of the private car lines strictly on the basis of M. C. B. rules. Our recommendations in this matter are:

That the private car lines be admitted at a nominal assessment of \$10.00 per month, provided they will be governed by the rules adopted May 1, 1905, and revised September 20, 1905, with the exception that the amendment of June 9, 1905, relating to passing certain defects without defect card be eliminated, so far as private car lines are concerned.

Mr. Buckham stated that so far as his company was concerned, this resolution would be acceptable, if the latter part of it read:

That the inspection of private cars in delivery to owners be conducted strictly under M. C. B. rules, which, however, we are not willing to recommend.

#### **Mo. Pac. Bill Q-37063 vs. T. St. L. & W.**

Papers were presented to the Committee for their decision relative to charge of the Mo. Pac. Ry., against the Clover Leaf for transfer of our cars of freight on account of being overloaded, the transfer having been authorized by the Agent of the Clover Leaf, who at the same time requested the Mo. Pac. Agent to let the transfer charges follow on the way-bill, on the ground that the shipper was responsible for the cars being

overloaded. The Mo. Pac. failed to comply with this request, but instead rendered bill for cost of transferring the cars in accordance with Article 9 of the rules in effect at that time. The Clover Leaf declined to pay the bill on the ground that the Mo. Pac. should have complied with their request to enter the charges on the way-bill, to be collected from the consignee at destination. After due deliberation, and after hearing arguments from both parties to the controversy, the Committee decided that the position taken by the Mo. Pac. is the correct one and that their bill should be paid in accordance with the rules in effect at that time.

#### **St. L. T. & E. Cars Damaged by Flood.**

The St. L. T. & E. appealed to the Committee in case of eighteen of their cars having been delivered to them in a generally damaged condition, alleged to have been due to the cars being caught in a flood on the Frisco and Mo. Pac. Chief Inspector informed the Committee that he had at first declined to issue cards for this damage, but that after considering the matter further had decided to issue them, though he thought they had not yet been delivered.

Mr. Moore stated that some of the cars were caught in flood on his line at Valley Park, due to a sudden rise in the Merrimac River, and that the damage occurred through no fault of his company, but through an act of Providence. In view of the facts brought forth, the Committee recommends that the matter be discussed by the Central Association, it being the sense of this Committee that where it is shown that damage is due to an act of Providence, and impossible for the line in charge of the equipment to prevent it, that they should not be held responsible for the damage to such equipment. In the meantime the Chief Inspector has been instructed to hold up the defect cards.

**Construction of Union Tank Line Cars.**

The communication on this subject from Superintendent Moore of the Frisco, referred to this Committee at your last meeting, has been referred to the Chief Interchange Inspector and the Local Car Foremen's Association for their recommendations.

**Defective Safety Appliances Between Cars Carrying a Double Load.**

At our previous meeting Mr. O'Brien called attention to the rejection on part of the Mo. Pac., of two cars carrying one double load on account of defective safety appliances between the two cars: pin chain was broken on one car and pin lift rod on the other, no doubt for the purpose of preventing the cars from coming uncoupled. Chief Inspector, from the standpoint of the law, concurred in the action of the Mo. Pac. The Committee believed that the cars should not have been rejected, but in order to ascertain how the Interstate Commerce Commission felt toward a case of this kind, it was decided to write Secretary Mosely in regard to the matter, who replied as follows:

Interstate Commerce Commission, Office of Secretary, Washington.

January 9, 1906.

Mr. J. Rothschild, Secretary  
Central Association of Railroad Officers,  
Union Station, St. Louis, Mo.

Dear Sir: Replying to your communication of the 5th instant. The Commission can give you no ruling on the matter. We are not prepared to say what the courts might decide in case a railroad should ever be complained of for handling cars under the conditions noted. Should you move

two cars in that condition it would not be the first time that uncoupling chains have been disconnected for the purpose of preventing the parting of cars containing a double load, and I have yet to learn of a case where a road has been prosecuted for violating the law by reason of it. Our inspectors are not going around hunting up cases of that kind for the purpose of making them the basis of prosecution for violation of the law.

In conclusion, simply ask yourself what you would do for the purpose of securing the greatest degree of safety in the transportation of cars containing double loads, and then apply the rule of common sense to the condition as it exists.

Very truly yours,

(Signed) Edw. A. Moseley.

Secretary.

#### **Joint Inspection Arrangements Between Lines.**

The Committee is not yet prepared to report on this subject.

#### **Safety Appliances on Flat and Tank Cars.**

The following circular, issued by the Chief Inspector, met with the Committee's approval:

#### **Circular No. 24.**

East St. Louis, Ill., Jan. 13, 1906.

To all Interchange Freight Car Inspectors,

St. Louis, Mo., and East St. Louis, Ill.

All Flat and Tank cars equipped with two (2) End Grab Irons on top of End Sills where Decking shows flush or nearly flush with top of such Grab Iron; and all Tank cars equipped with Grab Irons on top of Side Running Boards or Foot Boards, same running parallel with Running or Foot Board, will be considered by you as proper Grabs, and cars so equipped

you will pass in Interchange at all Interchange points within Switching Limits of St. Louis and East St. Louis.

Yours very truly,  
Chas. Waughop,  
Chief Interchange Inspector.

**Local Car Foremen's Association.**

Communication was read from the Chairman of the Subcommittee, as well as the minutes of the last meeting of the Car Foremen's Association, which were ordered filed.

Meeting adjourned at 1:30 p. m.

Respectfully submitted,  
P. J. Hickey,  
Chairman pro tem.

Chairman: You have heard the report. What is your pleasure, especially on the question of the private car lines? Let us take that up first.

Mr. Kearney: In order to start the discussion, I would like to ask somebody who is an expert on M. C. B. rules and our own interchange rules, to explain to this meeting what effect it would have if we accepted the offer of the private car lines and allowed them to become members of our interchange agreement on a strictly M. C. B. basis. If we do not change our rules, and these private car lines do not become members of our agreement, does not that act itself put them right where they are claiming to be—on a strictly M. C. B. basis? In this way there must be additional inspectors, or rather, there will be two sets of inspectors, one for the private car lines and one for the joint bureau continually wrangling and fighting with each other. As it strikes me, if we let them in on M. C. B. basis, we will then have joint inspectors at the National Stock Yards, and any decisions that they render will not only be rendered for the private car lines, but for the railroad companies as well.

Chairman: I think Mr. Kearney's suggestion is a very

good one, and if it is the pleasure of the meeting, I would like to hear from Mr. Waughop.

Mr. Waughop: Under existing joint rules you cannot afford to allow the private lines to come in under M. C. B. rules for this reason: Under M. C. B. rules, strictly speaking, it would place the switching lines of St. Louis and East St. Louis under M. C. B. rule No. 117. Under our present rules all switching roads are required to receive cars from the various railroads under the rules of this Association, which means that the switching road is the same as a railroad company. I can see no objection to allowing the private lines to enter the Association under the circular issued on missing material, but there is an objection on another point. There are a great many defects under the M. C. B. rules that a switching road is responsible for, and as I understand it, the fourteen proprietary lines own the Terminals. If such is the case, then they should be treated as a railroad company. If you pass a rule allowing the private lines to enter the Association under, strictly speaking, M. C. B. rules, it will require every switching road at every interchange point to reject cars under the M. C. B. rules, which would detain private line cars at every interchange point in St. Louis and East St. Louis. I will demonstrate it: The Missouri Pacific delivers a Morris & Company car to the Terminal with two draft sills broken; that is strictly a defect chargeable to the owner from the standpoint of a railroad company. The instant the Terminal railroad Association, a switching road, attempts to deliver that car to the owner, it becomes a cardable defect.

Mr. Kearney: Why?

Mr. Waughop: Because a switching road is not, under the M. C. B. rules, exempt from that defect.

Mr. Kearney: The private car lines are not members of our Association, they have been agreeing to these interchange rules on trial; we dissolve relations, and go back to the first principle. They are not members of our Association. Now, under that condition, the Missouri Pacific delivers to the Ter-

minal a Morris & Company car with two broken draft sills. What does the Joint Inspector do?

Mr. Waughop: That car will be held against you; it will be set back to the Missouri Pacific, who will either have to repair the car and charge to the owner, or allow it to go on a card. If I was to card a car against the Missouri Pacific for two draft sills broken, your Mr. Smith, Superintendent Motive Power, would be pretty quick to take exception to it.

Mr. Hannauer: The Terminal Association and the Wiggins Ferry Company have been staving off taking any action in this matter until this thing could settle itself. If the packers stay out of this agreement, we will treat the packers under these rules, and no other way; that will settle it. If they do not come to these rules their cars will not move as local rules provide, but will not be accepted until they are right, as M. C. B. rules intend. The local rules are fair and equitable. All the roads in these Terminals came to them, and others will find it profitable to come to them. We are here the property of fourteen trunk lines. They treat us as a trunk line because we are a part of them. They have gone so far as to put that on record, and sent a man to the Master Car Builders' Association to endeavor to have it made national. In that matter we did not meet with success; I presume the M. C. B. rules did not thoroughly understand what our relations are. Now, we propose that locally, everybody shall treat us as trunk lines. Everybody does, except the packers, and we are going to see that they do.

Mr. Kearney: That is a clear and concise statement of the facts, but the fact remains nevertheless that these cars have got to move, and it seems to me there ought to be some remedy for this difficulty. The solution rests somewhere. If the packers will not treat the delivering lines the same as they treat the Iron Mountain, Wabash, Big Four, etc., that is not a fair condition. They are acting for us, so far as deliveries are concerned. If they eliminate that feature of it and treat the delivering lines the same as railroads, then, it seems to me,



there will be no objection whatever to treating the packers on the basis of the M. C. B. rules.

Mr. Waughop: If the packers will treat the switching roads as railroad companies, there will be no objection. But they won't; they want to live up strictly to M. C. B. rules.

Mr. Kearney: If we don't come together we will have to treat them under M. C. B. rules.

Mr. Waughop: If we don't agree, I am in honor bound, for the protection of the companies I represent, to say to the Stock Yards, "Hold those cars for me outside; I will inspect them there." If they carry owners' defects I will have to set them back to the line for repairs at the expense of the owner; a delay of from one to three days will result on this account. Can they afford it? No.

Mr. Kearney: Neither can we.

Mr. Buckham: It seems to me you are putting something up to the packers that the M. C. B. Association do not admit. Your two switching lines and fourteen proprietary lines are members of the Master Car Builders' Association. If these two switching lines are trunk lines, why don't they say so?

Mr. Waughop: We do; the Local Association makes them trunk lines.

Mr. Hannauer: I hope the packers will see, as Mr. Kearney has explained here, that this is a matter of mutual advantage. If it has not already been pointed out to them, I want to say that under these rules, their cars and all other cars do move. It practically leaves us no alternative but to move the cars, to pass them along. That is of mutual advantage to us and to them; we in reducing the amount of handling of freight cars; they in getting accelerated movement of their equipment. What we are asking them is comparatively a trifle, so far as it pertains to their particular equipment, and I believe they can well afford to come into this arrangement on the basis suggested. All it amounts to now is to give us a right that has been conceded us here for some years by our proprietors, and I believe the pro-

prietary lines should insist as strongly as we do for the protection of the switching companies in this matter. We have insisted that every other railroad company, including the non-prietary lines, must accede to these local rules; some preferred to work with us under M. C. B. rules, but we would not tolerate it.

Mr. Hohl: For the benefit of the Stock Yards Company, I will say that it looks to me as though it was going to be a burden on them, as Mr. Waughop explained, that cars are sometimes delayed as long as three days, and if we cannot come to a better understanding, the Stock Yards will have to give notice of withdrawal from the Association, as we cannot afford to stand between the packers and the trunk lines for the switching lines to hold their cars out. They need their equipment and need it badly.

Mr. Taussig: I would like to ask how much equipment would be affected if the switching lines were being treated strictly under the M. C. B. rules?

Mr. Waughop: I would say at least 100 cars per day.

Mr. Coakley: As I understand it, if the Stock Yards withdraw, everything will move, except packing house products in their cars, which would be subject to delay unless their equipment is brought within the province of the Local Interchange Rules. I know that right now meat is moving as rapidly as express matter through the Terminals, and I don't think that any one can afford to get away from those conditions. We do not want to get away from them.

Mr. Waughop: If the private lines do not enter the agreement under the recommendations of the Executive Committee, and the Stock Yards do not stay in the Association under that condition, it will be necessary, for their own protection, to return defective cars immediately to the line delivering them. Seventy-five out of every hundred private line cars delivered in interchange with defects can be repaired by the

railroad companies and charged to the owner with a delay of not less than three or four days.

Mr. Kearney: The point just mentioned by Mr. Waughop, is one I was going to speak of. Take the Frisco, for example; they have an empty Morris & Company car with two broken end sills—owner's defect. Now, if we do not get the packers into this agreement, the Frisco railroad will be compelled to repair that car and charge it to the owner. If the packers came into the agreement would not the Frisco be compelled to repair that car, any way, before it is delivered to the Terminal?

Mr. Waughop: That is what we want.

Mr. Kearney: Can we not get together? After the Frisco repairs that car, at the expense of the owner, and gives it to the Terminal, if the Terminal breaks two end sills or breaks the same end sills again, would that relieve them of the responsibility of repairing the car themselves or being responsible to the owners for the cost of repairs? It would not. If the Frisco or any one else offers a car to a private line with owner's defects, they should simply take it back, make repairs and charge them to the owner, or else be responsible. They should not offer that car in this condition. You are not going to break up this agreement simply because the packers decline to treat the switching lines the same as trunk lines.

Mr. Hannauer: All we ask you to do is to let us fight our own battles with the packers. Do not say to us, you have to enter into an agreement with the packers. Let us handle that with them. We have had some legal opinions on this question, and we think we are in good position to get the same privileges that trunk lines get.

Mr. Coakley: I do not see why we should get into a chaotic position simply because the packers will not join us in this agreement.

Mr. O'Brien: Gentlemen, I realize the necessity of being conservative in this matter. It is a serious matter, and one that needs considerable debate before entering into any ar-

arrangement at all in behalf of the private car lines. Let us ~~con-~~ sider it from a loaded car standpoint instead of an empty ~~car~~ as has here been used as an illustration.

Mr. Kearney: Suppose it is a loaded car, what of it?

Mr. Waughop: Under our present rules we cannot set a loaded car back, except for defective safety appliance.

Mr. Taussig: Both the Terminal and the Wiggins Ferry have an arrangement here, contrary to the M. C. B. rules, with the local lines, in order to expedite movement of the freight in which we are all jointly interested. We are now asking an outsider to come in who is not so interested, and ask them to come in under a basis foreign to the one that he is under at other points, and the packers take the position that they can not afford to agree at St. Louis to something that they do not agree to at Chicago and Kansas City.

Mr. Hannauer: If the packers were admitted to this agreement as it reads now, and on the M. C. B. basis, so far as their own equipment is concerned, Mr. Kearney has stated that would not affect the status of the Wiggins. The contrary is true. We are not parties to the M. C. B. rules but we are parties to these rules, and if you decide under these rules to treat the packers strictly on an M. C. B. basis, we are bound to do it, if we want to remain a party to the rules; we do not think the packers should be shoved in here and we shoved out. We feel that if the trunk lines wish to treat on an M. C. B. basis with the packers, very good, let them go ahead and do so, but let us make our own arrangements with the packers.

Mr. Kearney: I do not want to drag in the switching lines, but I do feel this agreement should not be broken up simply for some disability on the part of the switching lines. For my part, if this agreement is changed and the packers allowed to come in on an M. C. B. basis, I am ready to accept any decision that is rendered. How much further can I go?

Chairman: If there are any other representatives of the packers here, we will be pleased to hear from them.

Secretary: Nelson Morris & Company is the only one represented.

Chairman: I would like to ask Mr. Moore if the Executive Committee who have had this matter in hand have done anything toward corresponding with the packers and made any other effort than by correspondence to get them into this Association under these rules.

Mr. Moore (M. & O.) I was not present at the last meeting of the Committee, but we have had some correspondence with the packers on the subject, and invited them to a number of our meetings.

Mr. O'Brien: Morris & Company were perfectly willing and agreeable to come in as per our recommendation, but unfortunately, we had some visitors at our last meeting that led the representatives of Morris & Company to believe that they would get a good deal more than what they really expected to get by remaining out of our agreement, and on this account they decided they wanted the M. C. B. rules or nothing.

Mr. Buckham: I think I made our position clear. I was the first one that spoke at the meeting, and I did not speak to any one beforehand. My position was in no way influenced by what any one had said at the meeting, and I am ready now to stand by the proposition I made in that opening statement.

Chairman: I would like to ask the Association if it would be wise to make another effort, and, perhaps, at least a little stronger one, to get all the representatives together at a stated time, go over this question and point out the importance of it, and see if we cannot get them into this agreement. It seems to be the consensus of opinion that we can hardly afford to recede from the position taken by the various roads and permit the packers to come in solely on the basis of the M. C. B. rules.

Mr. Kearney: I move that a Committee of three members of this Association be appointed to treat with the packers direct and see if we cannot come to some agreement.

Mr. Taussig: I second the motion.

Mr. O'Brien: Mr. O'Brien explained to the members how interchange with a private car line had been handled for the past twenty years, concluding his remarks by saying: "If the private car lines are satisfied with the past and not with the present proposition, then why not just cut it out and operate just as we have in the past twenty years? The packers realize and see the benefits to be derived by coming into this agreement, and at the same time are trying to get something that really does not belong to them.

Mr. Buckham: I want to go on record that Morris & Co. want only what is absolutely fair. Our position has been nothing but a fair one, and I want to call your attention to the fact that some of you have not always been as frank with us. A month ago you were insisting just as strenuously on the fairness of your "missing part" rule as you now are of the point now at issue. We do not propose being put down as trying to get something for nothing, as such is not the case. We have no desire to be arrogant, but on the contrary will do what we think is best for all of us, you as well as ourselves. It seems to me the packers might avoid the rough handling of the switching lines on business from the west to East St. Louis, by using the Alton, which delivers direct to the Stock Yards.

Chairman: I do not believe that it is the sense of this Association that Morris & Company, or any of the other packers, want to get anything that they are not entitled to.

After some further discussion, Mr. Kearney's motion was put to a vote and carried.

Chairman: I will appoint on this Committee Mr. E. F. Kearney, Chairman, Mr. Geo. Hannauer and Mr. Chas. Waug-hop. This Committee is empowered to come to some agreement with the packers, there is no string tied to them, as I hope there will be none to the representatives of the packers. I would ask Mr. Hohl, in behalf of the Association, to get the representatives of the packing companies to meet our Committee and see if we cannot arrive at something definite, a modification, if need be, of these rules, or something that will bring results and keep the business moving.

Mr. Hohl: I will do my best to try and get them together.

Chairman: What is your pleasure with the balance of the Committee's report?

Mr. Coakley: I move that it be adopted with the exception of the part relating to the eighteen Troy & Eastern cars damaged by flood, which we can take up at our next meeting.

Mr. Kearney: I second the motion.

Carried.

**M. K. & T.-Wiggins Ferry Controversy Regarding Damage by  
Fire to M. K. & T. 9421, June 8th, 1904.**

Secretary: All the particulars pertaining to this case appear in the January Proceedings, and the case is now open for argument. (Joint statement of facts reprinted for convenient reference.)

**Joint Statement of Agreed Facts.**

On June 7th, 1904, the M. K. & T. delivered into the St. Louis Transfer Ry. (Wiggins Ferry Co.) Mound St. Yard in error, M. K. & T. 9421, loaded with hay; no way-bill or other forwarding data accompanied the car.

On June 8th the car was damaged by fire on the tracks of the Wiggins Ferry Co.

The Wiggins Ferry Co.'s Car Department Foreman attached Pass Card (marked Exhibit "A") to the car and returned the car to the M. K. & T. Ry. The Wiggins Ferry Superintendent subsequently repudiated this Pass Card, claiming it was issued in error.

The Chief Joint Inspector decided under date of November 19th, 1904 (marked Exhibit "B"), that responsibility was with the Wiggins Ferry Co. (St. Louis Transfer Ry.).

Both parties to this controversy were at the time bound by the Local Interchange Rules, adopted Dec. 1, 1903.

Both parties were also bound by the American Railway Association Rules.

Both parties were also bound by the Rules of the Master Car Builders' Association.

Written or oral arguments to be presented to the Central Association of Railroad Officers by both parties to the controversy.

(Signed) Geo. Hannauer,  
Supt. Wiggins Ferry.

(Signed) E. J. Lampert,  
Agent M. K. & T. Ry.

Secretary reads the following from Mr. E. J. Lampert, Agent M. K. & T., as the argument of that company:

Missouri, Kansas & Texas Ry. Co.

St. Louis, Jan. 6, 1906.

Mr. J. Rothschild,  
Sec'y Cent. Ass'n R. R. Officers,  
St. Louis, Mo.

Dear Sir: With respect to the controversy between the St. Louis Transfer Railway (Wiggins Ferry Co.) and the M. K. & T., relative to responsibility for damage to M. K. & T. 9421 on the tracks of the Wiggins Ferry Co., June 8th, 1904, all correspondence bearing on the case, together with the opinion of the Executive Committee and a joint statement of facts as agreed upon by Mr. Hannauer and the writer, to be submitted to the Central Association at its next meeting, Jan. 12th, for decision:

The argument of the M. K. & T. Ry. that responsibility for the damage to this car rests with the St. Louis Transfer Ry. is based upon the following:

1st. Second paragraph of preface to M. C. B. Code of Rules, effective September, 1903, reading as follows:

Railroad companies handling cars, are responsible for damage done to any car by unfair usage, derailment or **accident**, and for improper repairs made by them, and they should make proper repairs at their



own expense, or issue defect card covering all such damage or improper repairs.

2nd. Rule No. 121 of M. C. B. Rules, effective September, 1903, reading as follows:

The company on whose line the body or trucks of a car are seriously damaged, but not destroyed, may notify the owner and ask an appraisement on the damage done to the car as a basis for the disposal of the damaged car.

3rd. Article No. 4, Section No. 1, in Local Interchange Agreement, reading as follows:

Master Car Builders' Rules govern interchange inspection, although roads, members of this Association, may vary therefrom by mutual agreement. Such agreements before becoming effective, must be filed with the Chairman of the Standing Committee, in order that he may notify the Chief Interchange Inspector and the Master Mechanic of each road interested.

There has been no agreement between the M. K. & T. Ry. and the Wiggins Ferry Co., varying from the Master Car Builders' Rules, and in view of the fact that, at the time of this accident, both parties to this controversy were bound by the rules of the Master Car Builders' Association and the Local Interchange Rules, as shown in the joint statement of agreed facts, the M. K. & T. Ry. contends that the rules and agreement mentioned govern and apply to the case in controversy.

This car was delivered to the Wiggins Ferry Co. in error; it was inspected and accepted by the Wiggins Ferry Co.'s inspector; the train was then switched by the Wiggins Ferry Co., this car being switched to another track belonging to the Wiggins Ferry Co., where the car was burned.

The writer has made a personal and diligent search, but is unable to locate any record which would show that the Wiggins Ferry Co. asked for a bill or for disposition for this car, either by mail or otherwise.

This Association is respectfully referred to Master Car

Builders' Arbitration Committee Cases, numbers 51, 154, 223, 241, 247, 323, 432 and 639; these are all cases in which cars were damaged or destroyed on foreign rails by fire, and in every instance responsibility was placed by the Arbitration Committee with the road on whose tracks the car was damaged or destroyed, and in case of the damage occurring on private siding, responsibility was placed with the road placing the car on such siding. Your attention is especially invited to arbitration case No. 247, in which C. & O. car 3168 was in error, on part of the N. Y. C. & St. L., placed upon interchange track at Fostoria, Ohio, for delivery to the B. & O.; the car was destroyed by fire, and the responsibility was placed by the Arbitration Committee with the B. & O. Ry.

Under the rules in effect and precedents established, the writer is of the opinion that responsibility for the damage to this car rests clearly with the Wiggins Ferry Co.

Respectfully submitted,

(Signed) E. J. Lampert, Agent.

Mr. Hannauer: The Wiggins Ferry Company concedes the correctness of the several rules quoted by the M. K. & T., but must dispute the statement that it did not give a notice of the irregular delivery of this car, or rather that we did not call for a way-bill. In fact, we must insist that this point was never raised in connection with this case until quite recently. I had expected to have that included as a fact in the joint statement of agreed facts, but Mr. Lampert being unable to find such a record, of course, could not agree to such a statement of facts. However, I have documentary evidence to prove the point. The joint statement of facts has been printed.

In opening this case I wish to make two statements:

First, that the Wiggins Ferry Company has never before presented its side of this argument; that the matter was passed upon by the Chief Interchange Inspector without the knowledge of the Wiggins Ferry Company, and was commented upon by the Executive Committee in the face of the written protest of the Wiggins Ferry Company.

Second, that the Wiggins Ferry Company will be governed by the action of the Central Association.

The Wiggins Ferry Company denies that it was the handling line within the meaning of the M. C. B. rules; that its responsibility for this car has not yet begun, and that the question is covered by rule five of the American Railway Association code of Car Service Rules, which reads as follows:

Cars shall be considered as having been delivered to a connecting railroad when placed upon the track agreed upon and designated as the interchange track for such deliveries, accompanied or preceded by proper data for forwarding, and accepted by the car inspector of the receiving road.

Unless otherwise arranged between the roads concerned, the receiving road shall be responsible for the cars, contents and per diem after receipt of the proper data for forwarding and until they have been accepted by its inspector or returned to the delivering road.

and by a local rule, adopted in 1888, reading:

That a delivery shall be considered complete when cars are properly placed on designated transfer track with proper way-bill. (See p. 15, Cent. Ass'n Rules, issued June, 1895, to Oct. 31, 1904.)

Taking up the history of this case where the joint statement of facts leaves it, I beg to call attention to the following facts. It was not then and is not now the practice to set back to K. Line cars delivered without way-bills.

When car 9421 was placed upon our tracks, we followed the usual practice by side-tracking the car and calling upon the K. Line for disposition by telephone and letter (see copy of Agent Watkins' letter marked Exhibit 1). Before any disposition was received, the car burnt in a fire that originated from an unknown cause (see Agent's report—made out on day of fire—marked Exhibit 2).

Now the M. C. B. Rules and decisions place the responsibility for "accident" on the "handling" line. They further define that a fire is an accident. They also make it clear that an incorporated railroad in possession of a car is the handling line. They decide further, that when cars are on a privately

owned track, the railroad that the private track connects with ~~is~~ is the handling line, but nowhere do they define a railroad ~~as~~ being the handling line, or as being in possession of a car, that is put on its interchange track without way-bill or other forwarding data, nor do I believe that the M. C. B. would so rule in the face of the American Railway Association rule to the contrary. I have read every M. C. B. decision purporting to cover this case, and find only one in which the question of possession of a car on account of non-receipt of way-bill was raised, and that was case No. 322, in which the M. C. B. very properly refused to render a decision. The evidence in case No. 322 is attached, marked Exhibit 3.

The Wiggins Ferry Company offers in its defense here exactly the same case that the C. & N. W. offered in case No. 322. Like the C. & N. W., we deny possession, and the conditions are practically analogous. The C. & N. W. defense makes just three statements:

First. That it had no notice by 'phone or otherwise of this car being placed on the transfer track.

Second. **That it received no way-bill for the car, and that the car had, therefore, never been delivered to it.**

Third. That if the car had been **regularly** delivered, it would have been delivered to destination, hence would not have been standing in a position where it was burnt.

The first contention of the C. & N. W. is disputed by the C. M. & St. P., but it affects the case only in so far as such notice might act as forwarding data. Notice could have no other meaning in this case, because no agreement is shown by either party requiring a notice as a part of the interchange. In our case the M. K. & T. does not claim to have given notice or advice of any kind prior to the fire, hence our case is the stronger one on this point.

The second contention of the C. & N. W. is not disputed, and it is the point upon which the case turned. The C. & N. W. says "it received no way-bill, and that the car had **therefore** never been delivered to it." This is the point that caused the M. C. B. Arbitration Committee to say: "The Arbitration Committee is unable to determine the responsibility in this case."

It was in the way-bill matter that the C. M. & St. P. failed in its effort to show that car was in possession of the C. & N. W. It was not on account of the dispute about notice of the car, because the C. & N. W. did not give that as a reason for not being in possession of car.

It was not because the Wisconsin Central owned the track, for both parties agreed that it was the regular interchange track; besides, if mere ownership of the track determined the responsibility, then the case would have been decided against the Wisconsin Central. There was no dispute about the physical delivery of the car, for the C. M. & St. P. showed delivery at 9:00 a. m., and the C. & N. W. did not deny it. There was just one point affecting the question of "possession," and that was the failure of the C. M. & St. P. to furnish way-bill.

In the present Wiggins-M. K. & T. case it is agreed that the car was delivered without way-bill; worse than that, it is admitted by the M. K. & T. that the car was not even intended for the Wiggins Ferry Company.

The third point made by the C. & N. W. is equally true of the case before you now. The Wiggins had engines working over this yard day and night, filled and cleared the tracks on an average of four times. If car 9421 had been delivered us four times with forwarding data, it would have been moved as many times, hence would not have been standing on hold track opposite which this fire broke out. In making this point you will observe that the C. & N. W. uses the words "regularly delivered." Now the only irregularity shown in the C. M. & St. P. delivery was the failure to furnish way-bill. In our case, if 9421 had been delivered regularly, it would never have touched Wiggins rails.

In summing up case 322, permit me to point again to the refusal of the M. C. B. Arbitration Committee to decide because the question of possession was involved. A clearer hint that the M. C. B. does not intend to supersede or conflict with A. R. A. Car Service rule five is hardly needed. This A. R. A. rule is an old one, and for the purposes of this case has been the same for years.

As to the Chief Interchange Inspector's decision, dated No-

vember 19th, 1904 (Exhibit B)—this decision given “personally,” not “officially,” contains just four points:

First. The Chief’s “understanding” of such a case.

Second. His expressed opinion that the Wiggins Ferry Company should have immediately set the car back to the K. Line.

Third. That moving car to their siding, and holding it several days, was “an acknowledgment on their part.”

Fourth. That in his (the Chief’s) opinion, car was in Wiggins’ possession.

As to the Chief’s first point, I wish to point out that he does not show upon what his understanding is based. As a matter of fact, it is a “**misunderstanding**,” because the M. C. B. have never made such a decision, but on the contrary, have specifically declined to pass on such a case.

As to his second point: We did our full duty toward the car when we stored it out of the way and called on the owner (the M. K. & T.) for disposition. What this disposition would be, we did not, at that time, know. They might have told us to forward it eastward, or southward, hence it would have been folly to haul the car back to the M. K. & T., a matter of four or five miles, until the M. K. & T. had given us forwarding data. True, railroads sometimes do send such cars back without asking any questions, but this is with them a matter of convenience and not a matter of duty.

Attorneys tell me that legally it was not our duty to return the car; that our duty was simply to use ordinary good care to avoid loss or damage to the car while it was on our rails—morally the same is true.

As to his third point: We did not have the car “several days,” as he says; but certainly, storing another line’s car out of the way of current traffic and calling on the owner of the car for disposition does not constitute an “acknowledgment” of responsibility, nor does it establish neglect.

His fourth point is answered by the local rules and rule five of the American Railway Association Car Service Code.

Mr. Waughop has evidently fallen into the same error that

some other car men seem to labor under, viz., that the M. C. B. define responsibility for a car as passing when the inspection is made. Such a definition would be directly contrary to the second paragraph of American Railway Association Car Service Rule five, which makes the receiving road responsible after car and bill have been delivered, **regardless of inspection**. I cannot find that the M. C. B. has ever conflicted with this A. R. A. rule.

The M. C. B. has a rule, and its decisions follow it consistently throughout, that the "handling" line is responsible for accidents such as fires, tornadoes, floods, etc., but nowhere, in defining which is the "handling" line do they rule contrary to A. R. A. Car Service Rule five.

Whatever decision the Central Association may reach in this case, I most respectfully urge that it rule fully upon this question, viz., "in interchanging cars, when does the responsibility for accidents to the car or its contents pass from the delivering to the receiving line?"

Legally our company is not liable; our Law Department has so ruled, as will be observed from attached opinion (marked Exhibit 4). While I recognize the right of railroads to mutually agree to vary from certain legal principles, it is, generally speaking, bad policy.

The American Railway Association, I believe, aims to comply with the laws in making its decisions, and I think this should be the policy of our Association.

The Master Car Builders have, at times, contradicted the law in deciding points, with the result that in serious cases they have not been able to make their rulings effective; the last instance of this kind was the flood at Kansas City in 1903. I cite this, not to give the impression that the Wiggins will not be bound by your decision, because the contrary is true, but to show the importance of having the law as the foundation of your rules and rulings. Agreements or practices that are in conflict with the law will not long survive, and will prove ineffective in serious cases.

In connection with this case some one made the point that if the Wiggins Ferry Company had damaged car 9421 in hand-

ling, would it still seek to escape responsibility? The answer to this is that the Wiggins Ferry Company could not and would not seek to escape responsibility for damage due to negligence. The point is neatly covered by the legal decision, which says that if the car was burnt **without our fault**, we are not liable. A. R. A. rule five and the local rule simply decide which line shall be in the **position of the carrier**. If the **trains** of two roads have a collision, the one "at fault" for the collision is responsible for all the damage, regardless of which line may be in possession of the cars damaged.

The moral side of this question is equally plain; for illustration: If I, in visiting your office, through oversight, leave a valuable package belonging to me, you notice it, put it away with your other things and notify me of the fact that I have left it, you would not be responsible for the package if the building should burn and destroy it. On the other hand, if you were to carelessly damage the contents, you would be responsible to me. The same features apply exactly to the car.

On the moral side of this question I wish to call attention to the injustice of one line placing upon the tracks of another a car in which the owner of the tracks could have not a particle of interest; a car upon which the track owner could not earn a penny of revenue; a car that would put the track owner to the expense of storing it out of the way of current traffic, and on top of all of this, compel the track owner to insure the car against fire, tornadoes, floods, etc. It is unjust. The per diem rules recognize this and relieve the track owner of the per diem; the law recognizes it and relieves the track owner of liability; the A. R. A. rules recognize it and relieve the track owner of a carrier's responsibility, and I believe this Association will so recognize it.

With reference to the pass card that was erroneously issued by Car Department Foreman Merrill: It is a well-known principle of law and of morals that if any person, through error, pays out money that he does not owe, he is entitled to recover that money. It was on that principle that we declined to honor the pass card. We might have let it stand and awaited the presentation of the bill, as provided in Section Two of Ar-



ticle Three of the Local Agreement, but this would have made no material difference, yet we are ready to do it before a decision is rendered if the Association so desires.

Finally, I beg to say that the Chief Interchange Inspector, as well as the Executive Committee, erred in passing upon this case. The Chief Interchange Inspector is appointed and the Executive Committee is elected to apply the Master Car Builders' Rules, as modified by the Local Interchange Rules, and to decide questions arising under these rules, and not to decide cases like that of 9421 M. K. & T., which is in no sense a matter of M. C. B. or Local Interchange Rules.

Inasmuch as the Chief Interchange Inspector and the Executive Committee derive their power solely from the M. C. B. Rules, as modified by the Local Interchange Rules, they should not have gone beyond these rules, but should have followed the precedent laid down by the Master Car Builders' Arbitration Committee in case No. 322, and refuse to render a decision.

The Master Car Builders' Committee, in case No. 322, clearly recognizes that its powers are limited to questions of equipment, maintenance, and that it does not propose to decide questions of transportation, such as establishing the delivery of cars.

### **Exhibit "A."**

#### **SWITCHING OR PASS CARD.**

Car No.—9421.                      Date—June 21, 1904.

Initial—M. K. & T.              Line—Box.

Received from—Wiggins F. Co. by K. Line.

Make claim on this car through my office; car damaged by fire.

(Signed) A. Merrill, Inspector.

**Exhibit "B."**

East St. Louis, Ill., Nov. 19, 1904.

Mr. Wm. Bawden,  
Gen'l Foreman St. L. K. & N. W. R. R.,  
St. Louis, Mo.

Dear Sir: I have noted the papers attached regarding damage by fire to car No. 9421, M. K. & T. (1) It has always been my understanding that where a car is delivered on a recognized receiving or delivering track between two lines, even though the car is misrouted and no way-bill, that any damage occurring to such car while in possession of the line to whom delivered, they are responsible to the delivering company. (2) In this particular case, the Wiggins Ferry Company should have immediately rejected the car and set same back to the K. Line for proper way-bill. (3) By moving the car to their siding and holding it for several days is an acknowledgment on their part. (4) As I see it, car was in their possession. Personally, I cannot see why they are not responsible for the destroyed body of this car. Yours truly,

Chas. Waughop, C. I. I.

**Exhibit 1.**

Wiggins Ferry Company.

Office of Agent.

St. Louis, June 7, 1904.

Mr. E. J. Lampert.  
Agent M. K. & T. Ry.,  
East St. Louis.

Dear Sir: Car 9421 M. K. & T., load, from you June 7th, 2:45 a. m., without billing. Please rush same.

H. E. Watkins, Agent.

**Exhibit 2.**

**Wiggins Ferry Company.**

**Office of Agent.**

St. Louis, June 8, 1904.

Mr. J. J. Bauleh,

Trf. Mgr. Wiggins Ferry Co.

Dear Sir: At 4:05 p. m. to-day, car 13407 M. K. & T., empty, on track No. 8 in Mound St. boat yard, was found to be on fire. This car had been loaded with hay and had some loose hay left on the floor. It was in line for next delivery to M. K. & T.

Alarm was turned in from Main and Mound Sts. and also by telephone from this office. The car was pulled up to track one north of the office, where there was a clear space, but before it was pulled off No. 8 the wind had carried the fire over to car 9421 M. K. & T., load of hay on track No. 7. This car was received from M. K. & T. at 2:45 a. m., June 7th, without way-bill, and was held for billing, for which telephone and written request had been made. Car 9421 M. K. & T. was also pulled and left on No. 1, at which point the fire was put out by the fire department. Both cars are now on repair track. Car 9421 M. K. & T. has about 50 bales of hay left in it. The rest of the hay is piled up alongside the track, where the fire was put out. Hay is all wet and smoked, and a good deal of it charred with fire.

Please advise what disposition should be made of the hay.

Yours truly,

(Signed) H. E. Watkins.

**Exhibit 3.**

**ARBITRATION CASE No. 322.**

Duluth, South Shore & Atlantic Railway

versus

Chicago, Milwaukee & St. Paul Railway Company.

**Car Burned on Interchange Track.**

In August, 1895, the Duluth, South Shore & Atlantic Rail-

way rendered bill against the Chicago, Milwaukee & St. Paul Railway Company, for the value of D. S. S. & A. car 4011, destroyed by fire, June 3, 1895, as follows:

Value of body and trucks—new.....	\$550.00
Less depreciation . . . . .	189.56

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Net amount of bill . . . . . \$360.44

As no salvage or scrap was reported, the bill was made for the full value of the body and trucks.

The C. M. & St. P. Ry. Co. declined to accept the bill, stating that it had delivered the car to the Chicago & Northwestern Railway at nine o'clock in the morning of the day it was destroyed, whereas it was not burned until nine o'clock in the evening.

The D. S. S. & A. Ry. then corresponded with the Chicago & Northwestern Ry. Co. in regard to the matter, and the subsequent correspondence was between the three parties, in which it is admitted that it is customary to deliver cars to the C. & N-W. Ry. by the C. M. & St. P. Ry. upon what is called a transfer track, belonging to the Wisconsin Central Railroad Company, and the C. & N-W. Ry. switches the cars to the private sidings to which they are destined, without switching charge.

The C. M. & St. P. Ry. states that the car in question was delivered on this transfer track about nine o'clock a. m., and that the fire started about 9:10 p. m. It further states that its agent telephoned the C. & N-W. Ry. agent about 9:00 a. m., that this car had been placed on the transfer track, and that therefore the car was in the possession of the C. & N-W. Ry. Co. at the time it was burned. The C. & N-W. Ry. Co. claimed "that it received no notice, either by telephone or otherwise, of this car being placed on the transfer track; that it received no way-bill for this car, and that the car had therefore never been delivered to it. It further states that twice daily its switching engines take all cars from this transfer track and deliver them to destination, once in the morning and once in the evening, and that if this car had been regularly delivered to it, it would not have been standing in a position where it was burned at the time of the fire."

After this correspondence the D. S. S. & A. Ry. insists upon the payment of its bill by the C. M. & St. P. Ry. Co., stating that that company is responsible to it, as the C. & N-W. Ry. Co. positively denies receiving the car; the D. S. S. & A. Ry. Co. cannot render bill against the latter company as long as it makes this denial, and it suggests that if the C. M. & St. P. Ry. Co. does not care to pay the bill that it agree to submit the matter to the Arbitration Committee.

The C. M. & St. P. Ry. Co. states that it cannot well ask to have the matter submitted to the Arbitration Committee as it is not a party to the dispute, and was not interested in the car at the time of the fire. The D. S. S. & A. Ry. refers the matter to the Arbitration Committee for decision.

#### DECISION.

From the statements presented by the Chicago, Milwaukee & St. Paul Railway Company, it is evident that company does not consider that Duluth, South Shore & Atlantic Railway Company's car No. 4011 was in its possession. The Chicago & Northwestern correspondence is equally positive that the car could not be regarded as in its possession. Both companies agree that the car was on a track owned by the Wisconsin Central and known as transfer tracks.

From correspondence presented, the Arbitration Committee is unable to determine the responsibility in the case and recommends that it be settled by local arbitration.

#### Exhibit 4.

Wiggins Ferry Company.

St. Louis, 11-30-04.

Mr. T. E. Ralston, Attorney.

Dear Sir: Papers pertaining to damage by fire to M. K. & T. car 9421 in your possession. Can you favor me with your decision?

Yours truly,

George Hannauer, Superintendent.

Mr. Hannauer.

As the Burlington put this car on our track by mistake, we never sustained the relation of a carrier to it; if it was burnt, without our fault, we are not liable. .

Yours truly,

Thomas E. Ralston.

Mr. Lampert: I would like to say I do not believe that rule five or the local rule quoted by Mr. Hannauer applies in this case. Those rules were formulated to apply on cars which were regularly and properly interchanged between connections or railroads. This car was not properly delivered; it was an error on our part, we admit it. We do not think that gives the Wiggins the right to burn it up. The arbitration case which Mr. Hannauer quoted is not parallel to this one in that three roads were interested in that case, and you will find by reading this decision carefully that there is a question of whether or not it was the practice to make deliveries of way-bills with the cars. The delivering line in this case claims to have notified receiving line by telephone at 9:00 a. m., which was the exact hour at which they claim to have delivered the car. I have read the same decision, and I believe it was not the rule there to deliver way-bills with cars. This car was properly and regularly delivered, and was intended for the receiving line, while in the case of 9421 it was not intended for the Wiggins, an error having been made. The second paragraph of preface to M. C. B. Rules, to which the Wiggins was a party at the time, reads as follows:

Railroad Companies handling cars, are responsible for damage done to any car by unfair usage, derailment or **accident**, and for improper repairs made by them, and they should make proper repairs at their own expense, or issue defect card covering all such damage or improper repairs.

The car was clearly in the custody of the Wiggins, and we claim that the Wiggins are responsible for this damage under the M. C. B. Rules as well as the Local Interchange Rules. The M. K. & T., however, will abide by any decision that this Association renders.

Mr. Kearney: I do not think I can be accused of having enmity to either line, but, as a member of this Association, I am interested in having it render a correct decision, not only for the settlement of this case but for future cases. I want to say, in my humble opinion, there can be no question of liability in this case. Under the American Railway Association Rules and under the local rules in effect at St. Louis, a car is not delivered until it is accompanied by proper forwarding data. That is the rule that the American Railway Association has never violated and that our own local association adheres to strictly. The responsibility in this case, in my opinion, rests clearly with the line that delivered this car to the Wiggins in error without way-bill. There can be no other argument to it. We cannot get around our local rules and the A. R. A. rules, and so far as the M. C. B. rules are concerned, they cannot be applied in this case, as the car cannot be considered interchanged.

Mr. Lampert: I would like to ask a question: Suppose, instead of burning this car up, the Wiggins had broken a draw bar. Who would be responsible?

Mr. Waughop: The owner.

Mr. Hannauer: Mr. Lampert evidently intended to mention some damage for which the handling line is responsible. Had we damaged this car in handling it we would not attempt to deny the responsibility, but in this case the car became damaged through no fault of ours.

Mr. Taussig: I agree with Mr. Kearney on this proposition. I think we ought to have a penalty for any car delivered without proper forwarding data. It is hard enough to furnish track room for those cars. In this case the M. K. & T. is responsible under all rules.

Mr. Kearney: I move that the matter of responsibility be put to a vote.

Mr. Taussig: I second the motion.

Carried.

Chairman: Secretary will please call the roll.

B. & O. S-W. R. R.—M. K. & T. responsible.

C. B. & Q. Ry.—M. K. & T. responsible.

C. & E. I. R. R.—M. K. & T. responsible.

C. & A. Ry.—M. K. & T. responsible.

C. C. C. & St. L. Ry.—M. K. & T. responsible.

Mo. Pac. Ry.—M. K. & T. responsible.

M. & O. R. R.—M. K. & T. responsible.

St. L. T. & E. R. R.—M. K. & T. responsible.

Vandalia R. R.—M. K. & T. responsible.

Wabash R. R.—M. K. & T. responsible.

T. R. R. A.—M. K. & T. responsible.

The eleven members voting voted against the M. K. & T.  
The balance did not vote or were absent.

Mr. Wescott: While I do not care to vote on this matter, it seems to me, inasmuch as the car was delivered in error, the M. K. & T. is responsible, but had the car been intended for the Wiggins Ferry, it is my opinion Wiggins would be responsible.

Chairman: It appears to be the concensus of opinion, gentlemen, from the vote cast, that the M. K. & T. are responsible for the burning of this car, and the Association will go on record to that effect.

Mr. Hannauer: I wish to thank the members for the time given to this matter and for the prompt decision, which establishes a precedent and will avoid much controversy in the future.

Mr. Lampert: I would like to explain why the M. K. & T. referred this case to your Association. As explained by Mr. Hannauer, and as probably all of you know, the C. B. & Q. does our Terminal switching. When this car was burned we tried to effect settlement with the Wiggins. They said "No," and have maintained that position very consistently ever since. We took it up with the C. B. & Q. and they said "No," too. Somebody certainly was responsible. Now we are getting it in



such position that we will know where we stand. I am very much obliged to the Association.

Secretary reads:

Mr. E. Ryder,

President Central Ass'n R. R. O.

Dear Sir: The following statement represents the cost of Interchange Car Inspection, as well as the expenses of the Central Association proper for year ending December, 1905:

	Interchange Car Inspection Expense	Cost Per Member	Cent. Ass'n Expense	Cost Per Member
Jan.	\$383 05.	\$20 15	\$43 48	\$1 97
Feb.	377 50	19 87	99 09	4 50
Mar.	381 90	20 10	52 58	2 39
Apr.	285 00	5 00	45 31	2 06
May	701 25	29 22	51 77	2 25
June	687 56	28 65	49 31	2 05
July	939 93	39 16	55 91	2 32
Aug.	703 60	29 32	54 76	2 28
Sept.	745 50	31 06	41 63	1 73
Oct.	1,079 85	44 99	39 06	1 62
Nov.	1,050 40	43 77	55 37	2 30
Dec.	1,093 85	43 75	55 37	2 30
	<hr/> *\$8,429 39	<hr/> \$355 07	<hr/> \$643 64	<hr/> \$27 77

\*The pay-rolls and bills representing this amount were audited and paid by the T. R. R. Ass'n, who in turn collected the same from the various members.

J. Rothschild, Secretary.

Approved:

Geo. Hannauer, Chairman,

E. W. Moore,

J. E. Taussig,

Executive Committee.

Mr. Taussig: I move that the report be received and entered in the minutes.

Mr. Coakley: I second the motion.

Carried.

Mr. Waughop: My orders to visit the private car lines expire with this meeting. What is your pleasure?

Mr. Hannauer: I move that Mr. Waughop be permitted to continue this arrangement until our next meeting.

Mr. Kearney: I second the motion.

Carried.

#### **Application Cotton Belt for Membership.**

Secretary reads:

St. Louis Southwestern Railway.

Bixby, Illinois, 1-26-06.

Mr. J. Rothschild,

Secretary, Central Association of R. R. Officers,  
St. Louis, Missouri.

Dear Sir: I am advised by our Vice-President and General Manager that this company will make formal application for membership with the Central Ass'n of R. R. Officers. This advice being given to me some days since, possibly the application has already reached you, and I am requested by our General Superintendent, Mr. W. E. Green, Tyler, Texas, to secure for him a copy of the by-laws and standing rules of the Association. Will you have the kindness to furnish me with copy of the same to be transmitted to Mr. Green, and also advise me promptly action taken on the application of this company for membership, and very much oblige,

Yours truly,

(Signed) W. H. Calvert, Agent.

No action was taken in this connection, it being decided to await formal application from Mr. Green. The hope was ex-

pressed, however, that the application would be forthcoming in time for our next meeting.

**Annual Meeting to Be Held in St. Louis May 28th and 29th.**

Secretary reads:

Chairman: What is your pleasure?

Mr. Kearney: I move that the Committee's recommendation be approved.

Mr. Baldwin: I second the motion.

Carried.

Upon motion duly made, seconded and carried, meeting adjourned at 1:00 p. m.

E. RYDER,  
Chairman.

J. ROTHSCCHILD,  
Secretary.

## KANSAS CITY DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at Baltimore Hotel,  
Kansas City, Mo., Monday, February 12th, 1906.**

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The meeting was called to order by the President, Mr. J. P. Cummings, with the following representation:

A. T. & S. F. Ry. ....	H. W. Sharp.....	Superintendent.
C. & A. Ry.....	W. M. Corbett.....	Superintendent.
C. B. & Q. Ry.....	J. P. Cummings...	Supt. Terminals.
C. G. W. Ry.....		Not represented.
C. M. & St. P. Ry.....	J. F. Richards.....	Supt. Terminals.
	J. S. Adsit .....	Agent.
C. R. I. & P. Ry.....		Not represented.
K. C. Southern Ry.....	F. S. Rawlins.....	Supt. Trans.
	W. J. Donovan.....	Supt. Terminals.
Mo. Pacific Ry.....		Not Represented
M. K. & T. Ry.....		Not represented.
St. L. & S. F. R. R.....	J. E. Hutchison....	Supt. Terminals.
Union Pacific R. R. ....	G. N. Curtis.....	Agent.
Wabash R. R.....		Not Represented.

K. C. Belt Ry.....A. J. Stewart.  
K. C. & N. W. R. R....Not Represented.  
L. K. & W. Ry.....W. S. Basinger .....Superintendent.  
Q. O. & K. C.....W. H. McHattie..Car Service Agt.  
St. J. & G. I. Ry.....T. T. Gibbs .....Agent.

Those present from the Mechanical Department were as follows:

H. N. Calderwood, Gen'l Foreman Car Dept., A. T. & S. F. Ry.; G. S. Wilbur, Gen'l Foreman Car Dept., C. B. & Q. Ry.; W. W. Lowell, District Master Mechanic, C. B. & Q. Ry.; Geo. McDonald, Gen'l Foreman Car Dept., C. R. I. & P. Ry.; L. Barnard, Gen'l Foreman Car Dept. St. L. & S. R. R.; F. D. Gampel, Foreman Car Dept., Mo. Pacific Ry.; F. W. Trapnell, Chief Interchange Inspector, Kansas City, Mo.

President: The proceedings of the December and January meetings have been printed and sent out to all members. If there are no objections, they will stand approved as printed.

#### Unfinished Business.

##### Checking Outbound Shipments.

Secretary: On January 18th, the following circular letter was sent to all members.

At the meeting of the Association, January 8th, the question of observance of resolution 27, in regard to furnishing check clerks to load outbound shipments, was again brought up, it being claimed that the Traffic Departments of some lines are requesting agents to furnish check clerks to check outbound shipments on industry tracks or on team tracks.

Resolution was adopted to the effect that all Superintendents be requested to make a thorough investigation of this subject for their respective lines, and come

prepared to further discuss the matter at the February meeting.

Will you kindly give this necessary attention.

President: For the benefit of the members present, I will say that at the last meeting the charge was made by the Santa Fe that some of the roads are not observing Rule XXVII, and the circular letter was issued to find out just how the roads stand in regard to sending check clerks to check outbound shipments. Would suggest that the Secretary call the roll and the members answer, Yes, they are enforcing the rule, or No, they are not.

Roll call of the representatives present developed the fact that none of the roads are sending clerks to check outbound shipments. There were five roads not represented.

President: If it is desired, the Secretary will take up the matter with the five roads not represented here today and find out whether or not they are enforcing Rule XXVII.

Mr. Hutchison: I think we should ask the other five roads not present today, to state their practice in the matter.

President: If there are no objections, the Secretary will communicate with the five roads not here today and find out what they are doing.

### **Inspecting Leaky Grain Cars.**

Secretary: There is a report to be rendered by the Committee on the question of inspection of leaky grain cars. The report should have been made at the last meeting. I now have the papers back from the Committee, with the following letter from Mr. Rawlins, Chairman:

Your favor of the 21st ultimo, and attachments, in regard to the question of having railroad car inspectors examine cars of grain which may be reported leaking at mills and elevators before entering any claims for leakage, respectfully returned, inviting your attention

to replies of Messrs. Corbett and Doyle of the Alton and Wabash, respectively, to my reference of the matter to them. You will note both these gentlemen state they have put the plan into effect at elevators on their lines, and to this I can add that the same action has been taken as to elevators on the Kansas City Southern.

President: Mr. Rawlins, do you offer that as a report from the Committee?

Mr. Rawlins: Yes, sir.

Mr. Rawlins: I move that the report of the Committee be accepted and the Committee discharged.

Motion seconded, put to vote and carried.

#### **Stock Yards Question in Regard to Sale of Strays.**

Secretary: The matter of disposition of strays was brought up at the last meeting by a letter from Mr. Fox to Mr. Sharp of the Santa Fe.

Mr. Rawlins: I move that the matter be laid on the table.

Mr. Sharp: I have, since the last meeting, received advice from our people that a Committee of General Managers had been or was about to be appointed to confer with the Stock Yards people on the whole matter.

Mr. Hutchison: I second the motion.

Carried.

#### **Uniform Charge for Terminal Detours.**

Secretary: The next is report from the Committee on Uniform Charge for Terminal Detours. I have a report rendered by the Committee, under date of January 31st, as fol-

lows: We, your Committee, appointed to investigate the matter of uniform charge for Terminal detours, after considerable investigation, have concluded that it will be impossible for us to form any schedule that will be acceptable to all of the members of the Association, or that could be made effective. We therefore recommend that the matter be dropped at this time and the Committee discharged.

J. O. Brinkerhoff,  
G. W. Rourke,  
J. E. Hutchison,  
Committee.

President: What shall we do with the report of the Committee?

Mr. Hutchison: We have worked on this thing for a long time. In the first place we found that the Burlington would not enter into any agreement that affected the tolls over the Hannibal bridge. The Union Pacific and the Mo. Pacific said they own bridges over the Kaw, and would not go into the arrangement, and the K. C. Southern was disposed to view their Kaw River bridge in the same way. We tried to get around the bridge question, but they would not go into any agreement unless all bridges were provided for in the arrangement.

The Committee at last decided that they could do nothing in the matter and decided to so report to the Association.

Mr. Corbett: I move that the report of the Committee be accepted and the Committee discharged.

Motion seconded, put to vote and carried.

### **Reading of Correspondence.**

### **Papers for the Annual Meeting.**

Secretary: I have a letter from Mr. Fetter, of the General Association, stating that this Division is expected to furnish



a paper to be read at the next annual meeting of the Association, which will be held at St. Louis, Mo., May 28th and 29th, the subject of the paper and the name of the party writing same to be in the hands of the General Secretary not later than March 1st.

President: Gentlemen, what will you do with Mr. Fetter's letter? As no one seems willing to prepare a paper, the Secretary will notify Mr. Fetter that the Kansas City Division will not furnish a paper for the annual meeting in May.

#### **Railway Apprentices' School.**

Secretary: I have some correspondence introduced by Mr. Corbett of the C. & A. Ry., in regard to better education of men in railway service. The matter came to him with a letter from Mr. Fred C. Runkle, Private Secretary to Major Martin of the National Military Home at Leavenworth, Kas. (Correspondence read.)

President: Mr. Corbett, what can you tell us in regard to Mr. Runkle and the paper he would read?

Mr. Corbett: I hardly think his scheme would be considered by the Association. I think it something in connection with Y. M. C. A. work.

Mr. Sharp: He at one time had an idea of training men in Railway Service, for promotion and getting them interested in their own work, by giving lectures. He got up quite a lengthy article on the subject. I haven't talked with him for two or three years, but have an idea that this is along the same lines. Mr. Runkle is a fine, conscientious Christian. He is one of the few men I have seen in my life that I thought was really conscientious. He is a fine fellow, and I would like very much to hear his paper.

Mr. Richards: I move that Mr. Runkle be invited, through

Mr. Corbett, to read his paper before this Association, and that he be limited to 45 minutes.

Mr. Rawlins: I second the motion.

Carried.

**Resignation of Mr. A. V. Brown as a Member of Standing Committee on Interchange.**

Secretary: I have a letter from Mr. A. V. Brown, of the C. B. & Q., under date of January 11th, as follows:

While I presume some action has already been taken to fill the vacancy, I desire to present my formal resignation as a member and Chairman of the Standing Committee of the Interchange Inspection, also my resignation as a member of the Executive Committee for the Kansas City Division.

I apologize to the Association for being so dilatory, and this action should have been taken promptly at the time of my leaving Kansas City.

I desire to thank all the members of the Association for their kind and courteous treatment, and to express my great regret that I shall not be able to participate in the future in our "old friendly bouts."

Mr. Sharp: I move that the Secretary advise Mr. Brown that his apology is accepted and that we would like to have him come and visit us.

Motion seconded, put to vote and carried.

**Erroneous Delivery of Car 23427 M. P. and 89037 Q.**

Secretary: I have some correspondence from Mr. Cummings in regard to erroneous delivery of two cars by the Mo. Pac. Ry., as follows:

Herewith papers in controversy between Mr. Carnes and myself, wherein we claim that the Missouri Pacific

owe us \$6.00 switching charges on two cars delivered to us in error, November 30th. Mr. Carnes has refused to pay this amount. Will you kindly bring the matter up at the next meeting for the Association to render an opinion as to the merits of the controversy, and oblige?

President: The correspondence came to me from Mr. Carnes, under date of February 10th, as follows:

Replying to your letter of February 8th relative to alleged erroneous delivery of 23427 M. P. and C. B. & Q. car 89037 to your line November 30th.

I am perfectly willing to abide by the decision of the Central Association in this particular case.

President: There is quite a file of correspondence in regard to the matter as to whether the Mo. Pac. owes us \$6.00 for the handling of these two cars.

Mr. Richards: I suggest that the Chairman appoint a Committee of three to take the file of papers and go over the situation, and make a report to the Association.

Mr. Rawlins: The Mo. Pacific is not represented here today, and I do not think that would be fair.

President: I think it will be well to have the entire file read. (Papers read.)

President: You have heard the reading of the correspondence. What is your pleasure in the matter? This is a thing that interests us all. I would like to have a full discussion of it.

Mr. Sharp took the Chair.

President: As I understand it, these cars came in on the Burlington and were delivered to the Mo. Pacific. The Mo. Pacific set the cars back to be chained up, and the Burlington want a switch charge for it.

Mr. Cummings: I will state, and you well know, the Burlington is the only line that is not doing any free switching for connections, and does not accept free switching from other

lines, and are ready to pay for any erroneous deliveries made to any road in Kansas City, and expect them to pay for erroneous delivery to us. Here is a case where we delivered two cars of bridge material to the Mo. Pacific in accordance with Interchange Rules in effect at Kansas City. The Mo. Pacific, instead of chaining up these cars, which, I understand, their rules require, set them back to us. Our Mechanical Department chained the cars up and delivered them back to the Mo. Pacific, charging them with the two chains, and asked them to pay us \$3.00 per car for switching the cars to our yards and back again.

President: Does this Association want to consider this matter and decide it?

Mr. Corbett: I move that it is the sense of this Association that the Mo. Pacific pay the C. B. & Q. the \$6.00 for switching the two cars.

Mr. Richards: I second the motion.

President: Before putting the motion, I want to call your attention to Resolution XV, which is as follows: "That in cases of wrong switching of cars, through error of local agents or employes, no rule should be laid down by the Association for the collection of switching charges, but the matter should be settled according to the judgment of the officials of interested roads. December 17, 1884."

Mr. Cummings: We do not ask the Association to make a rule, but merely want them to give us their opinion.

Mr. Corbett: I would like to recall my motion and suggest that the Mo. Pacific and C. B. & Q. refer the matter to some disinterested Superintendent in Kansas City, and let him decide the matter.

Mr. Richards: I withdraw my second.

Mr. Cummings: I do not see that resolution XV has anything to do with this matter. Mr. Carnes and I have disagreed on a transportation matter and are asking for an opinion. If the Association does not care to render an opinion, all well and good.

**President:** What I want to impress upon the members is, that the Association cannot make an established rule in such cases. If the Association wants to decide this case for these two lines it seems to me that it would establish a precedent, and there would be cases of this kind coming up at every meeting.

**Mr. Hutchison:** I do not think it would be expedient for the Association to resolve itself into an arbitration board to settle disputes. It seems to me Messrs. Carnes and Cummings could get together and settle such a matter without the assistance of the Association.

**Mr. Cummings:** Inasmuch as we have both agreed to abide by a decision rendered by the Association, I do not think either will be aggrieved if the question is decided against them.

**Mr. Richards:** I move that the matter be referred to a Committee of three to go into the matter and settle the matter on its merits.

**President:** There being no second to the motion, the matter will be passed and the Secretary will advise Mr. Cummings that the Association did not handle.

Mr. Cummings resumed the Chair.

#### **Interchange Inspection.**

##### **Schedule for Transferring Bad Order Cars.**

**Secretary:** There is a report due from a Committee on Schedule for Transferring Bad Order Cars, of which Mr. Donovan, of the Kansas City Southern, is Chairman.

**Mr. Donovan:** I have the matter up with the different roads, but am unable to make a report at this time.

**President:** If there are no objections, the Committee will be given further time.

### **Retaining Valves and Pipes on Interchange Cars.**

Secretary: This matter was laid over from the last meeting. I am still unable to get replies from several roads, the Frisco, Mo. Pacific, K. C. Southern and C. G. W.

Mr. Hutchison: I will say for the Frisco, we have never issued any instructions whatever in the matter.

Secretary: I have received replies from some of the roads, saying that their rules do require retaining valves and pipes, the Union Pacific and M. K. & T. I believe are the only ones.

President: In order to dispose of the matter, I believe it will be proper to line up the Union Pacific and M. K. & T. in regard to the safety appliance act. Inasmuch as the Interchange Rules of this Association do not permit the U. P. or any other railroad to reject cars without retaining valves, I take it that it will be proper to call the attention of the Union Pacific to the fact.

Mr. Sharp: I move that the Secretary write the Union Pacific and get them in line. It is the sense of the Association that the absence of retaining valves does not come under safety appliance act.

Motion seconded, put to vote and carried.

### **Safety Appliance Penalty Defects.**

Secretary: A resolution was offered at the last meeting by Mr. Carnes and seconded by Mr. Hutchison, which under the rules of procedure, will be voted upon today. The resolution is as follows:

**Resolved,** That cars offered in interchange with Safety Appliance Penalty Defects of a minor nature which can be repaired on the connection by the repairmen with such tools as they usually carry, shall be repaired by the receiving line if it elects to do so. Each case of

this kind shall be reported to the Chief Interchange Inspector, and by him to the delivering line.

President: You have heard the resolution. Are there any remarks?

Mr. Sharp: I think we are taking a backward step if we adopt the resolution. In the first place there are some of the roads that will do it and some that will not do it. In the second place. We heard what the Safety Appliance Agents had to say, a month or two ago, and they told us what is necessary for us to do, to avoid penalty. They said that while it is true the company can make some of the light repairs, in a little while the delivering line repairmen would become lax and the thing would soon be wide open.

Mr. Richards: Uncle Sam, in Kansas City, is not the real thing. I would like to hear Mr. Moseley's letter read.

Secretary: Mr. Moseley, Secretary Interstate Commerce Commission, wrote Mr. Trapnell, our Joint Interchange Inspector, under date of January 19th, as follows:

Answering your favor of the 11th instant, I beg to say that the manners and methods of handling defective cars in order that they may be repaired are matters of detail which railroad companies must decide for themselves. The Commission cannot undertake to make regulations governing such details as this as they may come up in the general movement of traffic.

The decision of Judge Humphrey in the Southern Railway case, copy of which is enclosed, lays down a general rule of law that cars with defective safety appliance are not to be put in service, not to be used in such defective condition. What the Government insists upon is, that this general rule of law shall be observed; the details and methods to be employed by railroad companies to bring about this observance are matters which they must decide for themselves.

It makes not the slightest difference to the Government whether "A," a delivering company, or "B," a

receiving company, makes repairs to a car offered in interchange with defective safety appliances.

The only point is that the defects shall be repaired before the car is put in service—before it is used, when shall make those repairs is a point which the road must decide for themselves, in a manner to suit their own convenience.

The interchange agreement now quite generally in force throughout the country, whereby receiving roads refuse to accept cars from delivering roads with defective safety appliances and turn such cars back to delivering roads for repairs, was adopted for the general good of the law's enforcement and for the purpose of inducing each road to pay particular attention to the condition of safety appliances on its own line. No general rule of law or practice can possibly anticipate or provide for every exceptional case that may arise under it. Such matters must be handled with good judgment in accordance with the general rule as nearly as may be, and in view of the circumstances and conditions appertaining to and surrounding each particular case as it arises. The Interstate Commerce Commission cannot undertake to interpret or define the duties of railroad companies in such cases, nor set up a measure of their responsibility under the law as it exists, except so far as to say that couplers must be used that will couple automatically by impact and can be uncoupled without the necessity of men going between the ends of the cars.

President: Are there any further remarks?

Secretary: Here is a letter from Mr. Rider of the K. C. Belt, under date of January 24th, as follows:

Referring to the resolution offered by the C. B. & Q. R. R. on the question of interpretation of the Federal Safety Appliance Act, to be voted on at the next meeting of the Association.

I referred the matter of our Attorney, Mr. T. R.



Morrow, of Lathrop, Morrow, Fox & Moore, and hand you herewith copy of his reply, which will govern the Belt Ry., in regard to cars that are not equipped as required by the Federal Safety Appliance Act and which will govern our receiving of cars from connecting lines—under this interpretation we shall reject all cars that do not comply with what Mr. Morrow considers the law. If I am not present at the meeting, this will authorize you to vote the Belt Ry.'s vote as against the resolution offered by the C. B. & Q. and even if the Association should adopt it, we shall continue to be governed by the opinion of our Attorney.

Mr. Morrow's letter to Mr. Rider, under date of January 2d, is as follows:

I have yours of the 22nd, enclosing circular letter from the Secretary of the Central Association of Railroad Officers, in regard to opinion rendered by attorney of the C. B. & Q. R. R., relating to interpretation of the Federal Safety Appliance Act. I note quotation from the opinion of the C. B. & Q. attorney as set forth in the letter of Manager B. H. Garrigues.

The gist of the opinion, as I understand it, is that a railway company may move cars, even when they are not equipped as required by the Federal Safety Appliance Act, when the only purpose is to put them on the repair track for the purpose of repair.

While it is true that a company owning cars which need repair may have to move them for the purpose of getting them upon the repair track, and while it is true that a company having cars of other companies in its possession which need repair, may have occasion to move them to get them on a repair track, still, if these cars are at the time engaged in Interstate Traffic, the Federal Safety Appliance Act makes it unlawful for the railroad company to haul them or permit them to be hauled or used on its lines, unless they are equipped in accordance with said act.

If the cars are not equipped as provided by the Federal Safety Appliance Act, then certainly the repairs contemplated in the moving would not have relation to any of the equipment prescribed by said Act, and I therefore do not see why the law is not violated when interstate cars, which are not equipped as required by said Act, are moved over a company's lines in order to get to repair tracks for the purpose of making repairs which do not pertain to safety appliances, with which they are not equipped.

I certainly am of the opinion that it would be a violation of the law for one connecting carrier to receive from another, an interstate car not equipped as provided by said Act, and then either haul or permit it to be hauled over its lines to get to a repair track. I do not believe the law would permit an exchange of such cars between connecting lines for such purpose. The remedy under the law for the connecting line, is to refuse to receive the cars when not equipped as required by said Act, and not permit them to be hauled over its lines; and if such a car without its permission be placed upon a transfer track of the connecting line, it should decline to receive it.

Mr. Hutchison: I do not think we can afford to go backward in this matter. I think we have accomplished a great deal in trying to hew to the line, and so long as we are getting along with so little trouble, I believe we should not issue rules or resolutions that will tend to a backward movement. We intend to enforce the rule except in minor cases where repairs can be made in a minute or two.

Mr. Sharp: I move that the resolution be laid on the table.

Mr. Hutchison: I second the motion.

Carried.

**Report of Meeting of Standing Committee on Interchange Car  
Inspection Held at 614 Gumbel Bldg., Kansas City,  
Mo., at 10:00 a. m., February 6, 1906.**

**Present:**

C. M. & St. P. Ry.....J. F. Richards.....Sup't Term'ls.  
C. B. & Q. Ry.....J. P. Cummings .....Sup't Term'ls.  
St. L. & S. F. Ry.....Jno. Forster .....Master Mechanic.  
A. T. & S. F. Ry.....N. H. Calderwood...D. F. Car Dept.  
F. W. Trapnell...Chf. Int. Inspector.

**Switch Chains.**

Minutes of the last meeting read, showing all recommendations adopted by Association except that in regard to Switch Chains, which was referred back to the Committee with request that the Committee endeavor to make some arrangement that will be satisfactory to all lines. The following recommendation was adopted:

That chains on double loads should be removed at junction points by delivering line unless mutually agreed to the contrary.

**Mimeograph.**

The matter of a mimeograph for Interchange Inspector's Office carried over from last meeting. Recommended to the Association that the Chief Interchange Inspector be authorized to purchase a mimeograph for his office at an expense not to exceed \$15.00.

Monthly letter of Chief Interchange Inspector Trapnell read and acted upon as follows:

### **Defective Ladder Irons and Sill Steps.**

Relative to circular issued by Chief Interchange Inspector, Jan. 17th, reading: "In the future no cars should be set back to connecting lines account of ladder irons or sill steps missing or defective, as these parts are not penalty defects in accordance with the United States Laws."

The Committee instructed circular re-issued as follows: "In the future no cars shall be set back to connecting line account side ladder or sill steps missing or defective, as these parts are not penalty defects in accordance with the United States Laws. Inspectors will mark cars to their repair tracks to have these defects repaired before cars are allowed to go out on their roads."

Complaint regarding circular of January 17th here read from Mr. F. Mertsheimer, Superintendent Machinery, K. C. Southern, and Secretary instructed to reply to same to the effect that Mr. Trapnell's circular is in accordance with rules adopted January 8th, but that a modified circular will be issued making the meaning more plain.

Correspondence between Inspector Trapnell and Mr. E. A. Moseley, Secretary Interstate Commerce Commission, read. No action taken.

### **Dispute Between C. M. & St. P. and C. R. I. & P.**

The case of B. C. R. & N. car 1236, reported in last letter, was again referred to the Committee. Car was offered by C. M. & St. P. to C. R. I. & P., with defective pin lifter, and set back account safety appliance defect. Rock Island, in handling car, caused other damage chargeable to car owner. C. M. & St. P. repaired safety appliance defect but not the additional damage, and again offered car, when in handling on joint connection by K. C. Belt, further damage was caused. Inspector

Trapnell ruled that C. M. & St. P. should be held responsible for all damage to car, except owner's defects. Ruling sustained by Committee.

#### **Dispute with Missouri Pacific.**

In case of Missouri Pacific cars with back walls of coupler broken, but coupler operative, Inspector Trapnell ruled that Mo. Pacific should accept such cars empty from connecting lines, but that car under load with coupler in this condition might be set back.

Committee ruled that car should be accepted in both instances, unless coupler actually inoperative.

#### **Dispute Between C. R. I. & P. and A. T. & S. F.**

In case of car 15079, C. C. C. & St. L., delivered by C. R. I. & P. to A. T. & S. F. in defective condition, Inspector Trapnell's ruling that C. R. I. & P. was responsible, sustained.

#### **Chief Inspector's Trip to St. Louis.**

Report of Chief Inspector Trapnell's visit to St. Louis read and discussed. His recommendation relative to adoption of latter clause of St. Louis Rule 10, as follows: "Should a car be delivered with car owner or old defects, and the line receiving damages, it further causing a combination denoting unfair usage, the receiving line will be responsible only for the damage done by it," was referred to the Southwestern Car Foremen's Association for recommendation. Also list of defects not cardable.

**Comparative Statement of Business for January and December.**

Comparative Statement of Business for January and December read as follows:

	December, 1905.	January, 1906.
Number of cars received	71925	66245
“ “ “ checked		
by C. I. I. & Ass'ts	865	870
Number of defect cards issued	943	926
“ “ “ cancelled	24	28
Pieces of correspondence handled	928	945
Transfer orders issued	87	87

Reading of register on telephone. January 1st, 01649, February 1st, 01692, total out calls 43.

**Car with Stolen Brasses.**

Correspondence read relative to car delivered by C. G. W to A. T. & S. F., and by A. T. & S. F. to C. B. & Q., and discovered in C. B. & Q. yard with journal brass missing, no record having been taken against A. T. & S. F. or C. G. W. Committee ruled that C. B. & Q. should stand the expense.

There being no further business, the meeting adjourned.

J. F. Richards,

B. H. Garrigues,

Chairman.

Secretary.

President: You have heard the report of the Standing Committee; what will you do with it?

Mr. McDonald: There is one case in regard to Rock Island and the Santa Fe. The C. R. I. & P. Ry. is not at all satisfied with the decision of the Chief Interchange Inspector and the Standing Committee. We delivered a car to them January 1st, with two draft timbers broken. Mr. Kennedy makes the statement that it was necessary to chain the car up in order to deliver it upon the connection. With two draft timbers broken it is

not necessary to chain a car up. When the car came back to us we found a number of other defects, and would like to know where the car was all those four days. You could put a car in the river in four days. We would like a further investigation. The Rock Island does not feel that the decision made by the Chief Joint Inspector was fair.

President: We will first dispose of the report of the Standing Committee. What will you do with the report?

Mr. Corbett: I move that the report be received.

Motion seconded, put to vote and carried.

Mr. Sharp: I move that the report of the Standing Committee be considered by sections.

President: If there are no objections, the report of the Standing Committee will be considered by sections.

#### **Switch Chains.**

Secretary: The matter of switch chains was referred back to the Committee at the last meeting with request that they endeavor to make some arrangement that will be satisfactory to all. They now make the following recommendation: "That chains on double loads should be removed at junction points by delivering line unless mutually agreed to the contrary."

Mr. Sharp: I move that the recommendation be approved.

Mr. Hutchison: I second the motion.

Carried.

#### **Mimeograph.**

Secretary: The Standing Committee recommend to the Association that the Chief Interchange Inspector be authorized to purchase a mimeograph for his office, at an expense not to exceed \$15.00.

Mr. Sharp: I move that the recommendation be approved.

Mr. Corbett: I second the motion.

Carried.

#### **Defective Ladder Irons and Sill Steps.**

Mr. Sharp: I move that that be not approved and that the original circular be canceled on account of the personal injury feature. The delivering line should repair defective sill steps or broken ladder irons for the safety of their own employes.

Mr. Hutchison: I second the motion.

Mr. Gimple: The St. Louis Association issued this same circular, but they called it in again.

Mr. Wilbur: If we cancel the circular, it leaves us with only the Safety Appliance Act.

Motion put to vote and carried.

#### **Dispute Between Milwaukee and Rock Island.**

Mr. Sharp: I move the resolution in regard to B. C. R. N. car be approved.

Mr. Hutchison: I second the motion.

President: Before putting that, I wish to state that the Standing Committee is composed of new untried material and have not been handling these matters as they should have been. The Article covering repeals from the decision of the Interchange Inspector is as follows:

Sec. 1. The Standing Committee will consider appeals from the decision of the Chief Interchange Inspector.

Sec. 2. Appeals shall not be made to the Standing Committee without the consent of both parties inter-



ested, but may be made direct to this Association without such consent. In no case shall an appeal be made until after the ruling of the Chief Interchange Inspector has been complied with, and the bills for the work done under his ruling have been presented.

The Standing Committee, since I have been a member, has had a number of meetings and had cases similar to the one just mentioned presented to us by the Chief Interchange Inspector, and have taken it upon ourselves to make a decision in the matter. That is all wrong. While there are but two cases in the report of the Standing Committee, at another time there might be enough to take a great part of the Association's time in disposing of them. Inasmuch as these cases as they come up, may be of interest to the Association, they will be printed in the minutes of the Standing Committee meetings, but for the information of the Association only and not to be acted upon by them.

In the case of the Rock Island and the Santa Fe, the Rock Island have the privilege of making an appeal through the Standing Committee of the Association in the proper way.

#### **Statement of Business for December and January.**

Mr. Sharp: In the Interchange Inspector's report he compares December with January. I would like to suggest that he go further with his comparison and compare this month with last month, and the month this year with the same month last year. I move that such information be included in the monthly report of the Chief Interchange Inspector hereafter.

Mr. Hutchison: I second the motion.

Carried.

#### **Cars with Stolen Brasses.**

Secretary: Correspondence was read relative to car delivered by C. G. W. to A. T. & S. F., and by A. T. & S. F. to C.

B. & Q., and discovered in C. B. & Q. yard with journal brasses missing, no record having been taken against A. T. & S. F. or C. G. W., Committee rules that C. B. & Q. should stand the expense.

President: There is no action necessary on that. The Standing Committee should be severely criticised for not knowing their business. Hereafter the Chief Interchange Inspector will make his decision, and if any of the interested parties are not satisfied, they are privileged to make an appeal. Otherwise the decisions of the Chief Interchange Inspector will stand.

President: Has any one anything to bring before the meeting?

#### **Side Ladders and Sill Steps.**

Mr. Hutchison: We have left the question of side ladders and sill steps open.

Mr. Lowell: I was talking with Mr. Wright, the Government Inspector, the other day about engines, and he said that a decision of Judge Humphreys says that engine tenders are considered the same as cars and must have side ladders and sill steps on both ends of both sides and on both sides of both ends. I take it from that that we are laying ourselves liable by not having cars so equipped, as well as the engines. I think we are liable to get into deep water if we handle cars without ladder irons and sill steps.

President: I know personally that ladder irons and sill steps are not penalty defects. No railroad is subject to a fine for moving cars without any ladder at all.

Mr. Sharp: I move that missing or defective side ladders or sill steps be considered the same as safety appliance defects.

Mr. Rawlins: I second the motion.

Mr. Hutchison: I will have to object very seriously to the

Association considering them as safety appliance defects. We ought not to attempt to do anything to the Safety Appliance Law.

Mr. Gimple: What is the difference between a grab iron and ladder iron?

President: The grab iron is on the end of the car, and the ladder irons are on the sides, as I take it.

Mr. Lowell: I have no definite information as to what a grab iron is, but have always understood that the hand hold, or the iron on the end of the car, is the grab iron. It seems to me that we should not do anything with the penalty clause. It seems to me that there is no use of this Association taking any action on this question.

Mr. Wilbur: I feel that we are safe in taking cars now just as we have been.

President: Under our rules, the motion offered by Mr. Sharp contemplates a change in our rules, and will go over until the next meeting for vote.

Mr. Hutchison: I move we adjourn.

Mr. Corbett: I second the motion.

Carried.

Date of the next regular meeting is March 12, 1906.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
President.

**LOUISVILLE DIVISION**

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Louisville, Ky., February 20, 1906.

Mr. O. G. Fetter,  
General Secretary,  
Cincinnati, O.

Dear Sir: There was no February meeting of this Association held on account of no quorum.

Yours truly,  
J. C. LOOMIS.

## DETROIT DIVISION.

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Minutes of Meeting, Feb. 9th, 1906.

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**Present :**

Wabash Ry. . . . . G. M. Burns. . . . . Supt.  
M. C. R. R. . . . . D. S. Sutherland . . . Superintendent.  
P. M. R. R. . . . . W. D. Trump . . . . . Superintendent.  
G. T. R. R. . . . . X. H. Cornell. . . . . M. of T.  
Representing F. W. Egan, Supt.  
L. S. & M. S. Ry. . . . . T. J. Charlesworth . . . . Gen'l Agent.  
S. S. Hand.  
D. & T. S. L. R. R. . . . . J. P. Main, Supt., represented by  
proxy, Mr. D. S. Sutherland.

Meeting called to order by the President, Mr. G. M. Burns.

Reading of minutes of previous meeting dispensed with.

Secretary read a communication from Mr. C. J. Hupp, Chairman of the Detroit Freight Committee, relative to making a charge for weighing cars on private track and on the Railroad Companies' scales—twenty-five cents for weighing the load and twenty-five cents for weighing the empty on private scales, and \$2.00 for weighing on railroad scales.

It was moved and supported that the communication be received and placed on file.

It was moved and supported that the Superintendents of the Detroit roads agree that they will render reports for cars weighed; same to be turned over to Mr. Paul P. Rainer, Chief Inspector, for collection of the weighing charges. (Carried.)

**Topic for Discussion at the Annual Meeting.**

The Chairman of the Committee appointed at the last meeting to decide upon a topic to be discussed at the next annual meeting of the Central Association of Railroad Officers reported that the Committee recommended that Mr. X. H. Cornell, of the Grand Trunk Ry., read a paper as to per diem settlements.

It was moved and supported that the Grand Trunk Ry., being a member of this Association, the paper above mentioned shall be prepared by them and presented for discussion at the next annual meeting to be held May 28th and 29th, at St. Louis, Mo. (Carried.)

**Storage Time on Less Than Carload Freight in Warehouse.**

Communication was read from the Local Freight Agents' Association at Detroit, calling attention to the resolution passed by them October, 1902, relative to limiting the free time for storage in warehouse on less than carload freight from five days to two days.

It was moved and supported that the Secretary communicate with the Chairman of the Michigan Freight Committee as to what action that body recommends be taken as to limiting the free storage time on less than carload freight in warehouse to two days.

Adjourned.

GEO. M. BURNS.

President.

## DENVER DIVISION.

Proceedings of the Regular Monthly Meeting of the Denver Division,  
Central Association of Railroad Officers, held in Superintendent's  
Office, D. & R. G. R. R., Room 9, Union Depot, Pueblo, Colorado,  
February 16th, 1906.

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The meeting was called to order at 2:00 p. m., with President C. E. Carson presiding.

Roll call.—Representation was as follows:

A. T. & S. F. Ry.....	C. H. Bristol .....	Superintendent.
C. B. & Q.....	C. L. Eaton .....	Superintendent.
	C. F. Seymour .....	Trainmaster.
C. R. I. & P.....	A. T. Abbott .....	Superintendent.
Colorado & Sou. Ry.....	C. E. Carson.....	Superintendent.
	Wm. M. Bacon .....	Superintendent.
	J. D. Welsh .....	Superintendent.
	J. Munday .....	Supt. C. S. & Telgh.
	H. A. Gausewitz .....	Asst. Supt.
	H. W. Ridgway ...	Master Mechanic.
	Geo. H. Gray .....	Trav. Engineer.
D. & R. G. R. R.....	F. R. Rockwell .....	Superintendent.
D. N-W. & P. Ry.....	Geo. R. Simmons...	Purchasing Agt.
	A. Struthers .....	Master Mechanic.

Union Pacific R. R. .... J. H. Brinkerhoff ..... Asst. Supt.  
                                    J. A. Turtle ..... Master Mechanic.  
Colorado & Wyoming Ry. Geo. Van Brimer ... Superintendent.  
Colorado Midland Ry. .... Not represented.  
Missouri Pacific ..... A. H. Moll ..... Superintendent.

**Following visitors were present:**

W. R. Lence, Agent, Mo. Pac. Ry., Pueblo, Colorado; W. O. Skinner, General Agent Santa Fe, Pueblo, Colorado; O. O. Stanchfield, Jt. Agent, D. & R. G. and C. R. I. & P. Rys., Pueblo, Colorado; Arthur Hall, Agent, W. Ry. W. A. & I. B., Denver, Colorado; J. W. Bacon, Chief Joint Inspector, Denver, Colorado.

**Reading of the Minutes.**

Chairman: Gentlemen, the minutes of the last meeting having been printed and distributed, unless there are objections, the reading will be dispensed with.

So ordered.

**Correspondence.**

Chairman: Mr. Secretary, will you kindly read the correspondence?

Secretary: The following letter from General Secretary O. G. Fetter, to All Division Secretaries, Central Association of Railroad Officers, dated Cincinnati, Ohio, December 28, 1905:

“At a meeting of the Executive Committee of the Central Association of Railroad Officers, held in Room 10, Carew Building, Cincinnati, Ohio, December 27th, I was instructed to advise you that your Division would be expected to furnish a paper to be read at the annual meeting, which will be held May 28th and 29th, at Saint Louis, Missouri, and the subject of the



paper and the name of the party writing same to be in the hands of the General Secretary not later than the first of March.

"It is therefore important that this matter be presented to your Division at the next meeting, and prompt action taken, so we can carry out the wishes of the Executive Committee.

"Will you kindly give this your personal attention, and oblige."

Mr. Brinkerhoff: I move that the President assign a member to represent the Association, as well as a subject.

Seconded.

Chairman: All in favor of this motion will please signify by saying aye; contrary, no.

Motion unanimously carried.

Secretary: I also have the following letter to bring to the attention of the Association:

Central Association of Railroad Officers.

Saint Louis, January 11, 1906.

Mr. E. E. Hill,

Secretary Denver Div. C. A. R. R. O.,  
Denver, Colorado.

Dear Sir: The undersigned constitute a Committee, appointed for the purpose of drafting uniform Car Interchange Rules for the various Divisions of the Central Association. Will you kindly favor me as early as possible with a copy of the rules in effect upon your Division?

Yours truly,

Geo. Hannauer, Chairman,  
C. E. Carson,  
J. W. Mulhern.

Secretary: I have complied with the request contained in this letter.

Chairman: It does not appear it will be necessary for us to take any further action in this matter, owing to the fact that the Secretary has handled it satisfactorily to all concerned.

Secretary: I have the following to bring to your attention:

The Colorado Midland Railway Company,  
(Office of General Superintendent.)  
Colorado City, January 30, 1906.

Subject: **Shifted Loads.**

Mr. E. E. Hill,  
Sec'y Central Ass'n R. R. Officers,  
Union Depot, Denver.

Dear Sir: I understand indirectly that at the meeting of January 12th, Mr. Abbott asked for ruling in regard to resolution adopted in June, 1904, that "receiving line would accept all loads, regardless of their condition, and if necessary to transfer, receiving line should bear the expense of same," and that it was decided that this rule referred to all points in Colorado, Colorado Springs as well as Denver. You will remember that we have had quite a letter correspondence on this subject, including a letter from Mr. Carson, President, who said the rule did not cover any point outside of Denver. There was also a lot of correspondence from Mr. Bristol and other officers, saying that they were not observing this rule at any point on account of the various rulings of the Interstate Commerce Commission, which made it impossible.

I wish to notify the Association that The Colorado Midland Railway will not be a party to this ruling in any way. We will receive from connections any bad order cars that are safe to go over the transfer, put them in repair and bill our connections in accordance with the card we receive. In case of shifted load and work to be done on the lading, and car is not safe to run, we will handle exactly in the same manner. We will also, on delivering loads to connections, see that they are in proper shape to pass M. C. B. Inspection.

You will note, therefore, we are willing to accommodate our connections in any way possible, but we expect them to pay for the work that rightfully belongs to them.

I might add, also, that the contention between Mr. Abbott and myself is simply this: The Rock Island delivers to us a great many twin loads, the lading on which is so badly shifted

that cars are unsafe to run. Mr. Abbott contends that this loading should be placed in order by ourselves free of cost to the Rock Island road, which road is responsible for the condition.

Yours truly,

(Signed) J. C. Vining, Gen'l Supt.

Mr. Eaton: I should like to ask the Secretary to read that portion of the minutes of the last meeting which refers to this subject.

Secretary: Mr. Eaton, it extends through the entire meeting.

Mr. Eaton: Well, simply the conclusion of the discussion will suffice.

Secretary: The conclusion was as follows:

"Chairman: You, Mr. Abbott, should take up with Mr. Vining, and say the question was discussed at the last meeting, and it is the understanding of the Association that it covers all points, and includes Colorado Springs."

Mr. Eaton: Is it a matter that this Association should determine, or the lines interested at Colorado Springs?

Mr. Chairman: Heretofore, these matters have been referred to the Association, and they have ruled on it, but it should be remembered that the rulings of this Association are only recommendatory, and not binding. Any line can withdraw, or refuse to comply with any rules by giving notice, and that is the notice it seems Mr. Vining is intending to serve on the Association at this time, in behalf of the company which he represents.

Mr. Eaton: Do I understand that the ruling that was made in regard to this matter only covered Denver, originally?

Mr. Bristol: No; it covered the whole state of Colorado.

Mr. Abbott: You will observe in the June, 1904, meeting, it states very plainly that it covers all points over which the Association has jurisdiction.

Mr. Eaton: I make a motion that it be the sense of this

meeting that the rule applying to the interchange of cars apply to all points covered by this Association.

Chairman: You have heard this motion of Mr. Eaton, gentlemen.

Mr. Bristol: I second the motion.

Mr. Rockwell: While you are on this subject, I would like to ask if it has been your observation that that rule has been successfully carried out: that is, the rule in regard to the receiving line making the transfer?

Mr. Chairman: I would say that, generally speaking, it has been successful. I have felt within the past few months that, so far as the Colorado & Southern were concerned at Denver, we got the worst of it, but the principle involved is a good one, and it has greatly facilitated the interchange of traffic, especially at Denver, according to my understanding, and, while at times it works a hardship on one line or another, as a rule it works a benefit to the whole interchange proposition.

Mr. Rockwell: What would be the result of the Colorado Midland withdrawing from this proposition?

Mr. Chairman: Of course, the other lines who interchange with that line would have to treat them on the same basis as they are treated.

Mr. Secretary: I might add that there are really two questions in this controversy between the Rock Island and Colorado Midland: The first is that as to whether or not Colorado Springs is included in that resolution; the second contention is, whether a shifted load would come under this rule which you are now discussing. The C. M. Ry. claim that rule simply refers to bad order cars. The cars in question were not bad order; the lading was out of place, and simply had to be re-shifted. Is that not right, Mr. Abbott?

Mr. Abbott: That question is involved, but, when the rule was first discussed, the principal object was to expedite the movement of the load, regardless of the condition of the car. I consider that a shifted load is just the same as a bad order load.

Mr. Rockwell: Does it not seem reasonable that a shifted load ought not to be set on the transfer, or any other defect that is as apparent as a shifted load, and ought the rule to cover cases of that kind?

Mr. Chairman: The argument has been made that some inspectors will reject a load where they think that the delivering line is responsible for the shifting, and order it back to the delivering line. Possibly it may be some slight defect, and the car has traveled a thousand miles in that condition, and whereas if they felt that it was incumbent upon them to either fix the load or run the car, they might strain a point. While we are all anxious that only safe loads be put in trains, the inspector at \$60.00 per month has a few iron-clad rules to go by, and is liable to take a narrow view of a thing of that kind, and, as a result, the car is seriously delayed in many instances. That was the idea that the Interchange Committee had in mind.

Mr. Rockwell: As far as it applies to switched cars it is all right, but there is a good deal in what Mr. Vining says. I think I know what he is referring to; I think he has in mind sixty foot rails, and by the time they come from Pittsburgh, or some point in the East, to Colorado, they are pretty well shifted. He has to trim them up at Colorado Springs, and he may have to trim them up three or four times after he accepts them. We have the same objection to cars delivered to us at Pueblo. We have had to shift as high as 25 or 30 of them here.

Mr. Chairman: You understand that, under the rules at Saint Louis, shifted loads are fixed by the receiving line, and the expense thereof charged to the delivering line. I will read that rule: (Rule 12 of the Saint Louis Rules read by the Chairman.)

Mr. Rockwell: I think that it would be fair to all concerned for the delivering line to stand the expense of either shifting or transferring. That gives them the option of doing the work themselves, and if they want to unload the burden of putting the loads in proper condition, pay for it.

Mr. Chairman: I think at Rocky Mountain junction points,

where the eastern line has a long haul, and where there is a tendency to deliver to the Rocky Mountain lines cars that are in a shifted condition, and need fixing, that it probably would be more fair for the delivering line to pay for the shifting.

Mr. Rockwell: In other words, I really think that it does expedite the movement of the freight not to have to switch cars off the transfer; but if a delivering line does deliver a car that they know is going to be an expensive job for the receiving line—if they deliver that car, they should pay the expense. That leaves the handling just the same as it is now.

Mr. Moll: In addition to Mr. Rockwell's idea of the matter, it occurs to me that, inasmuch as it is evident that the delivering line is responsible for the shifted condition of the load, why would it not be entirely fair that they stand the expense?

Mr. Rockwell: It seems to me that that is the equitable basis. You still have the advantage of your prompt movement at the same time, but it puts the burden where it belongs. It seems to me that it is putting an unfair burden upon the receiving line to handle it the way you have in mind.

Mr. Chairman: Remember, there are two questions; there is one relative to the transfer of a car due to defects in the condition of the car, and another where transfer is necessary on account of the shifted condition of the load.

Mr. Rockwell: I would say that the Joint Inspector would be the man to determine that. We have to leave all such matters as that to the Inspector.

Mr. Eaton: Now you are up against the proposition we are trying to avoid; that is, switching loads backward and forward over our transfers.

Mr. Rockwell: No, that leaves it the same; the load may go out over the transfer, but if it does, the expense of transferring will be borne by the man who is responsible for the condition of the load, instead of the man who is not responsible for it.

Mr. Abbott: I want to say in regard to delivering loads to

the Colorado Midland; I have had cases where loads were considerably shifted, and I would not consider it fair to deliver loads in that condition to the connecting line, and have straightened up loads at our Division point east of Colorado Springs, so as to deliver them in what we consider a fair condition, and then again we deliver loads that the shift is not apparent to us, and they are rejected by the Colorado Midland.

Mr. Eaton: As I understand this matter, the controversy refers to a matter that was purely relative to the Colorado Midland and Rock Island, at Colorado Springs—the rule was working along as smoothly as could be with us in Denver.

Mr. Rockwell: The same conditions exist between the different roads entering Pueblo. There has never been any controversy because we have always taken care of it between ourselves. Have you ever figured out whether you got the worst of it or the best of it?

Mr. Eaton: Is it not a fair assumption that the road delivering the car would naturally have the car in proper shape to handle or they would not have handled it?

Mr. Rockwell: The lines delivering, for instance, structural iron, can, in some cases, handle them in worse condition than the lines receiving them in Colorado; for instance, a load will become shifted just before reaching Denver—you will consider it perfectly safe to continue it into Denver, but you would not have taken it much further.

Chairman: We must recognize the fact that, where railroads connect, as they do at the foot of the Rocky Mountains, with some long eastern or northern lines, it might work a hardship upon the receiving line that is receiving a large amount of lumber, for instance, or other commodities that are liable to shift, and it is sometimes a question in my mind as to what is the most equitable basis. I have always been in favor of doing everything to expedite the movement of the load, and taking chances of evening up with the other line. As I said before, I have thought at times the Colorado & Southern got the worst of the deal at Denver.

Mr. Eaton: I think the rules, as applied now, are the most equitable ones, for the reason that the receiving line is the one to determine whether or not a load can be carried on their rails, which the delivering line would not know absolutely whether the receiving line could handle. If we go back to the old way it is only one step backward.

Mr. Welsh: I would say that the present practice is not thoroughly understood by all concerned, especially the Southern District people. As I remember this matter, it was brought up in the shape of a rule that all cars in bad order, necessitating transfer, would be accepted by the receiving line, and transfer made at their expense; then later on there was, in addition to that rule, a rule stating that all bad order cars would be accepted and the repairs made by the receiving line; later on it was decided that the latter part of the rule was to cover Denver terminals only, and then again the Safety Appliance Act was injected into it, and we just simply don't know where we stand now. Again, in comes the matter of a shifted load, so I think, to make the matter plain, there should be some definite and good ruling made right here to-day, and not allow the matter to go over any longer.

Mr. Rockwell: As I understand it, the rules were made before the Safety Appliance Act came up. We have had a little controversy at Trinidad, and now we have the Colorado Midland going to pull out of it. I believe the best plan that could be adopted now would be to have a Committee appointed to make a recommendation covering all of the points, and making it such that there will be no chance for argument as to shifted loads, also transferring loads due to defective cars, and try to get something that will be accepted by all of the lines. It seems to me that the wisest thing would be to try and get a rule that all lines would and could accept.

Mr. Chairman: We already have a Committee who is instructed to make a recommendation, or draft a new set of rules for interchange.—Joint Car Interchange at terminals. There is a Committee of that kind in existence at the present time. It



was appointed several months ago and the Committee has been unable to make a positive recommendation as yet.

Mr. Rockwell: If there is such a Committee, I would simply say to punch that Committee up for a recommendation.

Mr. Turtle: I would suggest that the Secretary read that part of the rules covering Joint Inspection at Denver.

The following portion of the proceedings of the annual meeting of the Denver Joint Inspection Association was read by the Secretary:

The Joint Inspector will receive all loaded freight cars that are safe to handle through transfer yards, provided all parts of such cars, covered by the Federal Safety Appliance Laws, are in good condition. When transfer is necessary the receiving line will make the transfer at its own expense, and may make such repairs as are required under the rules of the M. C. B. Association. Cars that have been transferred to be returned to the delivering line for repairs, if receiving line so elect. Empty cars will be interchanged in accordance with M. C. B. Rule No. 2, provided they comply with the Federal Safety Appliance Laws.

Mr. Chairman: Now, gentlemen, you will observe that this is a rule that has been made by the Denver Joint Car Inspection Association, and refers only to Denver. These rules were agreed to by all the Mechanical Department representatives of the various lines centering at that point, and any rule that we wish to make will have to be made with due regard to the rules that are now in force at Denver. At the time the present Committee had up this interchange question and was drafting the set of rules, the Mechanical Department representatives got together and drafted this rule, which practically took it out of the hands of the Superintendents' Association, and it will be necessary to have this rule modified by the Mechanical Department representatives, to make any change. This, of course, does not refer to Colorado Springs or Pueblo. Mr. Eaton's motion is practically that we comply with this rule in effect at

Denver, at all points. This Association has no right to make any rules modifying the M. C. B. Rules. The only jurisdiction we have would be in the handling of the cost for transfer.

Mr. Seymour: In line with the matter of the receiving line bearing the expense of transfer or trimming of the load: Why would it not be an equitable matter for the receiving line to make the transfer? The lading has been delivered to that line, the commodity supposedly in good condition; they get the traffic; they continue the haul; if they want to haul it in the condition they receive it in, it is up to them.

Mr. Chairman: That has been the idea—that it would result in fewer transfers—if the receiving line was forced to either transfer the car or run the car, it would result in less transfers. They will strain a point to run the car, otherwise they would say to return the car to the line from which received.

Mr. Turtle: I can say that there were cars set back over the transfer tracks as many as three or four times, and I believe that Mr. Bacon can bear me out in this statement, and the cars would continue to be set back on account of some defect, while under the present rule the car passes through, and this present rule has worked out to the entire satisfaction of every one as far as the Mechanical Department is concerned.

Mr. Chairman: Are there any other remarks on the motion? You have heard the motion, gentlemen; it has been duly seconded that the present rule in practice be adopted at all points.

Mr. Rockwell: As I understand this matter, it only covered transferring. Do you want it to cover shifted loads?

Mr. Eaton: Under this rule it is up to the receiving line; as long as car is safe to pass through the transfer, it goes. I don't think there is any distinction to be made.

Chairman: You have heard the motion, gentlemen; the present practice, as it now exists at Denver of the receiving line receiving all cars, and make transfer or necessary repairs at their own expense.

Mr. Abbott: Was that not decided in the June, 1904, meeting?

Mr. Welsh: I simply want to get it so we will all understand the matter thoroughly, and have it settled at this meeting. I don't want to have it thought that I am not in favor of it, as such is not the case, as all I desire is to have the subject thoroughly understood.

Mr. Chairman: I don't know but what we should include in this rule the question of shifted loads.

Mr. Welsh: Who is to pay for the expense of shifting the load? That is one point we want to embody in this rule—who is to bear the expense of shifting a load?

Mr. Turtle: It is generally understood that the receiving line will bear any expense.

Mr. Eaton: I will state that is the rule we are working under at Omaha; that is, the shifted load is counted as a bad order car.

Mr. Welsh: When you speak of a bad order car, we might make it plain by adding that the expense of shifting load will be born by the receiving line.

Mr. Eaton: Would it not be better to let this motion prevail, and then bring this matter up again as to the shifting of the load?

Mr. Chairman: I don't see why it would not be better to include it all in one, and have the motion carried at this meeting. We could quote the rule and then wind up by saying, "this will apply to shifted loads, as well."

Mr. Bristol: We make no distinction; it is optional to the receiving line whether they transfer the load; they can do just as they please. The contents of the car is there, and they can do just as they want to. The idea is, the receiving line must take the car and contents.

Mr. Chairman: Some of the Superintendents do not understand it that way—Mr. Vining for instance.

Mr. Abbott: Well, if we make an exception to this case, I consider that we are going a step backward.

Mr. Chairman: All we want to do is to make it more explicit. Before making a motion, I would like to have it in such shape that all will understand it that way. It might pass just as made by Mr. Eaton. You have heard the motion, gentlemen, that the present rule in regard to the interchange of cars at Denver be extended to all points covered by the jurisdiction of this Division of the Central Association of Railroad Officers. All in favor of this motion will please signify by saying aye; contrary, no.

Mr. Rockwell objected.

Carried.

#### **New Business.**

The Denver, Northwestern and Pacific Railway Company.

(Office of General Manager.)

Denver, Feb. 10, 1906.

Mr. E. E. Hill,

Sec'y Central Ass'n R. R. Officers,

Denver, Colorado.

Dear Sir: Acknowledging receipt of your favor 3d instant, extending invitation to this company to affiliate with your Association, I beg to advise that we shall be pleased if you will kindly consider this communication our formal application for membership. I desire to thank both yourself and the Association for the courtesy of invitation.

Yours very truly,

(Signed) W. A. Deuel, Gen'l Mgr.

Mr. Eaton: I move that the application be accepted.

Seconded.

Unanimously carried.

Mr. Simmons: In behalf of the D. N-W. & P. Ry., I take

pleasure in thanking the Association for the acceptance of the application.

Mr. Chairman: Under this head we have several topics for discussion: One is the question of sealing of empty covered cars. It was brought up at the last meeting by Mr. E. Stenger, Superintendent of the Union Pacific Railroad.

Mr. Eaton: I move that the question be deferred until such a time as Mr. Stenger can be with us to discuss the matter.

No objections; so ordered.

Mr. Chairman: The next question is, "Should the delivering or receiving line pay for transfer of a through consignment, when delivering line objects, for reasons of its own, to its equipment going through?" I will ask Mr. Eaton to start the discussion.

Mr. Eaton: I will state that the receiving line should pay for the transfer in every particular. They want the business, and it should be their business to make the transfer at their own expense. I think you will find that rule is applied in nearly every one of the important cities in the United States, that the receiving line pays for the transfer when they receive freight from a connecting line and the connecting line will not permit their equipment to go through. You certainly have the right to demand of the receiving line to make the transfer, if they want the business. It is up to them to pay for the transfer.

Mr. Chairman: Would you consider that a line having a car going to a point about twenty miles, where they get only a small revenue, should transfer that lading? Would you have some minimum distance?

Mr. Eaton: It might be a good idea to have a limit, but I think that is taken into consideration.

Mr. Secretary: I was instructed to write to the other Divisions and get their practice. I will read their replies:

Indianapolis Division replied as follows:

If the receiving line wants the business, it (the receiving line) makes the transfer at its own expense,

unless other arrangements have been made by the Traffic Department.

Saint Louis Division replied as follows:

Replying to your favor, 3d instant, file X-210: The practice here under the conditions named in your letter, is for the receiving line to transfer the car at its own expense. We have no rule to this effect, but nevertheless this is the practice here.

Kansas City Division replied as follows:

Replying to your letter of Feb. 3d, File X-210, will advise that the rule of the Kansas City Division is that the receiving line bears the cost of transferring carload freight. The only exception is in case of cars loaded with commodities classed by the company as non-transferable, and which are in bad order when received. Under such circumstances the receiving line is authorized to bill against the delivering line on a transfer order issued by the Chief Interchange Inspector.

Cincinnati Division replied as follows:

In reply to your letter of February 3d, relative to through cars which the delivering line objects, for reasons of its own, to its equipment going through, being transferred, beg to advise that there is no rule of the Central Association of Railroad Officers covering this point. If any line, member of the Association, elects to stop its cars at its own terminals, and not let them go through to destination, cost of transfer should be borne entirely by said line.

Mr. Chairman: I know that at some points it is the practice to run cars regardless of this rule, within a certain prescribed limit: some places it is seventy-five miles, and other places it is one hundred miles, because it would often cost about as much delay to a car to transfer it as it would be to run it to destination, unload it, and run it back again.

**Mr. Eaton:** I think you will find that it is almost a universal rule that the receiving line pays for the transfer.

**Mr. Rockwell:** That is a matter that is pretty far reaching, and I would suggest that it be left over a meeting at least, before anything is done with it.

**Mr. Chairman:** Do you put that in form of a motion?

**Mr. Rockwell:** I move that this question be deferred until the next meeting.

Seconded.

Unanimously carried.

**Mr. Chairman:** The next topic for discussion is entitled, "Mysterious Derailments." The discussion opened by Mr. Bacon, Superintendent C. & S. Ry.

**Mr. Bacon:** In the past three or four years we have had a great many derailments on my Division, and it was impossible to find a cause for them. We have had derailments where there would be no marks whatever on the rails, and the first thing that could be noticed is the marks on the ties. There would be no damage to rails, no damage to track, and most of the cases would happen on curves, and at times when brakes were applied, and on down grades. I have had the Master Mechanic and Roadmaster investigate the cases, and to help find a cause, but have never been able to do it. I would like to know if any one else has such trouble.

**Mr. Chairman:** Has any one else any special case in mind of a derailment that would be interesting to any of the other members?

**Mr. Rockwell:** I have had a good many of these on narrow gauge cars, but have always been able to attribute it to shifted load. We have had a little of that on standard gauge cars, but the loads will shift more easily in narrow gauge cars.

**Mr. Chairman:** We have another subject here, that is the subject of flat wheels. This subject was selected also by Mr. Bacon. Have you anything in mind on this subject, Mr. Bacon?

Mr. Bacon: I have no particular case, but I am beginning to get gray trying to find out what to do to put a stop to it. I would like to know what action is taken on the other lines—if they always discipline the men. I have had a number of cases where I did not know whether to charge it up to the engine-man or trainmen. Most of them occur on the mountains where hand brakes are used. We have more flat wheels on loaded cars than we do on empty cars.

Mr. Bristol: If it is a loaded car, it is evident it is not caused by setting brakes. As far as discipline is concerned, if it is at night, where it could be noticed, hand brakes being used on large train, I think trainmen should be disciplined for sliding wheels.

Mr. Rockwell: As far as flat wheels are concerned, we do discipline our men on the D. & R. G. in cases which warrant discipline.

Mr. Eaton: What is the longest train you handle on the D. & R. G. R. R.?

Mr. Rockwell: Fifty cars.

Mr. Eaton: It is sometimes a question as to whether you can discipline a man, when you have sixty or seventy cars in a train, for flat wheels.

Mr. Chairman: Mr. Gray, Traveling Engineer of the C. & S., is here; he might be able to give us some pointers on this subject.

Mr. Gray: We will get a flat wheel under quite a good many conditions. You take it on the South Park, especially during the winter, I have seen wheels slide when the train was running at the rate of eight or ten miles an hour, and we have cases where they slide in tunnels and snow sheds. I believe the majority of the wheels are slid because of the failure to watch the train when starting out. It is a very hard matter to discipline men on the South Park road for sliding wheels, because we have cases there that are mighty hard to overcome.

Mr. Chairman: Gentlemen, we could, no doubt, discuss



these subjects for the rest of the afternoon in an interesting manner, but we have not the time. The Colorado Fuel & Iron Company have been extremely kind in extending to us a cordial invitation to visit their works at Minnequa this afternoon, after which they will entertain us in their club rooms in the form of a dinner, etc., etc. Before the motion for adjournment is in order, I wish to extend to Mr. Rockwell our thanks for allowing us the pleasure of meeting in his comfortable offices here in Pueblo.

Adjournment.

E. E. HILL,  
Secretary.

C. E. CARSON,  
President.

### OMAHA DIVISION.

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At meeting called for the above date, following was the representation:

C. R. I. & P.....	C. J. Wilson .....	Supt.
C. M. & St. P. Ry.....	J. H. Foster .....	Supt.
	J. T. Gillick .....	Trainmaster.
C., St. P., M. & O. Ry....	F. E. Nicoles .....	Supt.
Ill. Central .....	F. M. Jones.. ..	Supt.
Union Stock Yds. R.R. Co.	J. H. Brady .....	Supt.

Visitor:--J. W. Dietrick, Agent, I. C. R. R., Omaha.



Letters and telegrams were received from Messrs. Richard Doyle, E. Bignell and O. Cornelisen, announcing their inability to be in attendance. Not being sufficient number of members present to make a quorum, meeting adjourned until March 21, 1906, at 2:00 p. m.

J. R. DEWAR, Secretary.





Central Association  
... of ...  
**Railroad Officers**  
**Proceedings.**

 March. 

Cincinnati Division.	Peoria Division.
Baltimore Division.	St. Louis Division.
Columbus Division.	Kansas City Division.
Chicago Division.	Louisville Division.
Denver Division.	Detroit Division.
Omaha Division.	



1906.  
C. J. Krehbiel & Co., Printers,  
Cincinnati, O.



CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

MARCH.

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1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI.

# DIRECTORY

Officers of the Central Association of Railroad Officers and its Various Divisions

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H. M. WAITE ..... 1st Vice-President.  
M. D. SCHAFF ..... 2d Vice-President.  
O. G. FETTER ..... General Secretary-Treasurer

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J. E. MERION (Indianapolis Div.) L. OHLIGER (Columbus Div.)  
E. R. SCOVILLE (St. Louis Div.) W. D. TRUMP (Detroit Div.)  
OTTO SCHROLL (Toledo Div.) A. V. BROWN (Kansas City Div.)  
J. C. HAGERTY (Cincinnati Div.) C. E. CARSON (Denver Div.)  
J. C. HAGERTY (Louisville Div.)

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E. S. QUIGLEY.....	"	Toledo "
M. D. SCHAFF.....	"	Peoria "
E. RYDER.....	"	St. Louis "
J. P. CUMMINGS.....	"	Kansas City "
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JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "
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JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "



The representation was as follows:

The minutes of the last meeting stood approved as printed and distributed.

**Revision of the Constitution and By-Laws, Etc.**

The Special Committee having charge of the revision of the Constitution and By-Laws, selection of the standing resolutions which have been adopted during the past several years, reported, and the Association took them up and passed upon them as follows:

**MEMBERSHIP.**

Baltimore & Ohio Southwestern Railroad,  
Chesapeake & Ohio Railway,  
Cincinnati, Hamilton & Dayton Railway,  
Cincinnati, New Orleans & Texas Pacific Ry.,  
Cincinnati Northern Railroad.  
Cleveland, Cincinnati, Chicago & St. Louis Ry.  
Louisville & Nashville R. R.  
Norfolk & Western Ry.  
Pittsburg, Cincinnati, Chicago & St. Louis Ry.

**CONSTITUTION AND BY-LAWS OF THE CENTRAL ASSOCIATION OF RAILROAD OFFICERS,**

**Cincinnati Division.**

Adopted July 22, 1896.

**CONSTITUTION.**

**ARTICLE 1.**

This Association shall be called the "Central Association of Railroad Officers, Cincinnati Division."

## ARTICLE 2.

Its object shall be the development and solution of problems connected with railroad operation, but more particularly co-operation and unanimity in such matters within the switching limits of Cincinnati. Any measure adopted shall be applicable only within the switching limits of Cincinnati.

## ARTICLE 3.

A majority vote shall govern except that any member may within 60 days from the date of such vote file with the secretary a dissent in writing that shall relieve from any obligation the member so dissenting.

## ARTICLE 4.

Active membership shall be by railroads and any railroad terminating at, or passing through Cincinnati, may be admitted a member by a two-thirds vote of the members present at any regular or special meeting. Each road shall be entitled to one vote.

Retiring members may be elected honorary members by a two-thirds vote.

Membership shall be continuous, unless terminated by formal withdrawal.

## BY-LAWS.

Section 1.—The officers shall consist of a President, a Vice-President, and a Secretary-Treasurer, who shall serve for one year or until their successors shall have been elected.

They shall be chosen by ballot at the regular meeting in

December of each year and shall enter upon their duties January 1st, next ensuing.

In case a vacancy occurs, an election to fill the same shall be held at the next regular or special meeting. A majority of votes cast shall elect.

Sec. 2.—It is the duty of the President to preside at all meetings of the Association. He shall have general charge of the affairs of the Association, appoint all Committees and shall be ex officio a member of all Standing Committees.

It is the duty of the Vice-President to perform the duties of the President in his absence.

It is the duty of the Secretary-Treasurer to keep a record of all meetings, to compile information for the use of the Association and of the various Committees thereof, which he may from time to time be directed to obtain, and to act as Secretary of all Committees; to take charge of the Finances and keep the accounts under the direction of the President and to perform such other duties as from time to time may be assigned to him. He shall send notices of all meetings to each member, and shall state therein the time and place of meeting, and the subjects to be acted upon so far as same may be known to him.

The Secretary-Treasurer shall be paid a salary, the amount to be fixed from time to time by the Executive Committee subject to the Approval of the Association.

Sec. 3.—Regular meeting shall be held on the second Tuesday of each month and shall be called to order at 11 a. m.

Special meetings shall be called by the President at the request of three members.

Each railroad shall be represented by the ranking official of its Operating Department present (unless he shall designate some other person to serve), who shall cast the vote for that railroad, but any representative of a railroad member of this Association may take part in the discussion or serve on Committees.

Five members shall constitute a quorum.

Sec. 4.—At all meetings of the Association the order of proceedings shall be as follows:

- a. Roll call.
- b. Reading of minutes of previous meeting.
- c. Unfinished business.
- d. Reading of Correspondence.
- e. Reports from committees.
- f. New Business.
- g. Election of Officers at December meeting.
- h. Adjournment.

Votes in the meetings, except for the election of officers, shall by viva voce, but any representative may call for votes by roll call.

Roberts' Rules of Order shall govern all proceedings.

Sec. 5.—Final action shall not be taken upon any proposed measure at the meeting at which said measure is introduced, except by unanimous consent of the members present.

Sec. 6.—There shall be three Standing Committees consisting of three members each, namely,

#### EXECUTIVE COMMITTEE.

#### PER DIEM COMMITTEE.

#### STANDING AUDITING COMMITTEE.

It is the duty of the Executive Committee to fix compensation of the Secretary-Treasurer; fix the amount to which the Treasurer shall be bonded; authorize the expenditure of money (subject to the approval of the Association); and act as Advisory Committee to the President.

It is the duty of the Per Diem Committee to consider and report upon any question that may be submitted by the President or the members of the Association.

It is the duty of the Standing Auditing Committee to audit the accounts of the Secretary-Treasurer.

Any controversies arising between the members of the Association under the application of the Cincinnati Switch-

ing Reclaim Rules shall be submitted to the Per Diem Committee for arbitration, and their decision shall be final, so far as this Association is concerned.

In the event of a dispute arising between any two roads, either of which is represented by a member of the Per Diem Committee, a substitute shall be appointed by the President.

Sec. 7.—There shall be a monthly assessment upon each member for the pro rata proportion of the expense for the preceding month.

Sec. 8.—These by-laws may be amended by two-thirds ( $\frac{2}{3}$ ) majority vote of the members at any regular meeting, subsequent to the one at which the amendment is offered.

### **AGREEMENT FOR INTERCHANGE CAR INSPECTION AT CINCINNATI.**

Effective Dec. 1, 1897.

#### **MEMBERSHIP.**

Baltimore & Ohio Southwestern Railroad,  
Chesapeake & Ohio Railway.  
Chicago, Cincinnati & Louisville Railroad Co.  
Cleveland, Cincinnati, Chicago & St. Louis Ry.  
Cincinnati Hamilton & Dayton Railway.  
Cincinnati, New Orleans & Texas Pacific Ry.  
Louisville & Nashville Railroad.  
Pittsburg, Cincinnati, Chicago & St. Louis Railway.

To provide for uniformity of inspection, and to facilitate the interchange within the switching limits of Cincinnati, as established by this Association, the representatives of the roads, members of the Cincinnati Division of the Central Association of Railroad Officers, hereby adopt the following rules and regulations:

Sec. 2.—He must perform his duties impartially toward all roads, members of this Association, and shall keep a book record, in a form prescribed by the Standing Committee, of all cases upon which he makes a ruling, and such book shall be open at all times to all members of this Association.

Sec. 3.—Should the Chief Interchange Inspector issue an M. C. B. defect card against any road, member of this Association, he shall notify and furnish the Master Mechanic or Foreman of the Car Repairs of such road a duplicate stub of same.

#### ARTICLE 6.

Section 1.—Inspectors at Interchange points may, by agreements, act jointly for the roads in interest if desired by such roads.

Sec. 2.—Inspectors failing to perform their work in a satisfactory manner shall be reported by the Chief Interchange Inspector to the proper officer of such road.

#### ARTICLE 7.

Section 1.—In case a car in need of repairs has been overlooked by an inspector at an interchange point and the car delivered, it may be repaired by the receiving road upon an order from the Chief Interchange Inspector, provided the defects are discovered within the switching limits of Cincinnati. The order of the Chief Interchange Inspector must accompany the bill against the road delivering the car.

#### ARTICLE 8.

Section 1.—In case a loaded car in need of repairs is delivered and a transfer of the load is necessary in order to make such repairs, the Chief Interchange Inspector shall give

### ARTICLE 3.

Section 1.—The Standing Committee will consider appeals from the decisions of the Chief Interchange Inspector.

Sec. 2.—Appeals shall not be made to the Standing Committee without the consent of both parties interested, but may be made direct to the Association without such consent. In no case shall an appeal be made until after the ruling of the Chief Interchange Inspector has been complied with and the bills for the work done under his ruling have been presented.

### ARTICLE 4.

Section 1.—Master Car Builder's Rules shall govern Interchange Inspection, although roads members of this Association may vary therefrom by mutual agreement. Such agreements before becoming effective, must be filed with the Chairman of the Standing Committee for proper record and the Superintendent of all lines; and the Chief Interchange Inspector notified, the Chief Interchange Inspector will in turn immediately acknowledge receipt and notify the Superintendents of all lines that same is effective.

Sec. 2.—In all such agreements the delivering road shall upon demand, provide for defects under M. C. B. Rules, should the receiving road desire to run the cars.

Sec. 3.—All lines, members of this Association must accept their own cars regardless of their physical condition as far as owner's defects are concerned when offered in interchange to them, and foreign cars originating with them in the same general condition as delivered.

### ARTICLE 5.

Section 1.—The Chief Interchange Inspector shall decide any disagreements which may arise between the Inspectors under the rules.



Sec. 2.—He must perform his duties impartially toward all roads, members of this Association, and shall keep a book record, in a form prescribed by the Standing Committee, of all cases upon which he makes a ruling, and such book shall be open at all times to all members of this Association.

Sec. 3.—Should the Chief Interchange Inspector issue an M. C. B. defect card against any road, member of this Association, he shall notify and furnish the Master Mechanic or Foreman of the Car Repairs of such road a duplicate stub of same.

#### ARTICLE 6.

Section 1.—Inspectors at Interchange points may, by agreements, act jointly for the roads in interest if desired by such roads.

Sec. 2.—Inspectors failing to perform their work in a satisfactory manner shall be reported by the Chief Interchange Inspector to the proper officer of such road.

#### ARTICLE 7.

Section 1.—In case a car in need of repairs has been overlooked by an inspector at an interchange point and the car delivered, it may be repaired by the receiving road upon an order from the Chief Interchange Inspector, provided the defects are discovered within the switching limits of Cincinnati. The order of the Chief Interchange Inspector must accompany the bill against the road delivering the car.

#### ARTICLE 8.

Section 1.—In case a loaded car in need of repairs is delivered and a transfer of the load is necessary in order to make such repairs, the Chief Interchange Inspector shall give

the receiving road an order to make to make the transfer and charge the cost of the same to the road making the delivery.

Sec. 2.—The Chief Interchange Inspector shall not give an order for a transfer in such cases, if in his opinion the repairs can be made inside of twenty-four hours, shortage of material by any company not to be considered a reasonable excuse.

Sec. 3.—The receiving road must not transfer a car when the freight is “not transferable” without conferring with and receiving authority from the delivering road.

Sec. 4.—This rule may be varied in order to comply with the U. S. Custom regulations governing goods in bond.

Sec. 5.—Bills for transfer shall be rendered monthly in accordance with the tariff of charges, as shown in Tariff No. 1, effective January 11, 1892.

#### ARTICLE 9.

Section 1.—The delivering road shall be responsible for the over and improper loading of cars, and shall pay for the transfer of the same when necessary.

#### ARTICLE 10.

Section 1.—In all cases where the Chief Interchange Inspector gives an order for transfer of a car he shall send a duplicate of such order to the Superintendent of the road delivering the car, and fully set forth therein the nature of the defects and the character of the lading.

#### ARTICLE 11.

Section 1.—Cars to be switched or reconsigned may be interchanged upon a switched defect card, but if the receiving road decides to run such cars to destination outside of the

switching limits the delivering road shall provide for the defects under M. C. B. Rules. Whenever it is necessary to transfer reconsigned cars the receiving road shall make the transfer.

## ARTICLE 12.

Section 1.—Roads may refuse to receive cars on account of the local condition of their lines, such as tunnels, bridges, etc., and demand that the cars or lading be put in proper shape by notifying the Chief Interchange Inspector, who shall send a copy of such notice to the Superintendent of each road a party to this agreement.

It is, however, agreed that where transfer is necessary to comply with the above the cost of transfer shall be borne equally by the companies in interest for all cars originating beyond their roads. For cars originating upon roads, members of this Association, the expense shall be borne entirely by the delivering road.

NOTE: By "local condition of their lines" is meant the local condition of the railroads operating under the General Manager having jurisdiction at Cincinnati. No orders for transfer would be given for cars that have been delivered empty for specific loading which makes transfer necessary.

This only applies to Article 12.

The B. & O. S-W. voted against the insertion of this note.

## ARTICLE 13.

Section 1.—The articles of this agreement may be amended at any regular or special meeting of this Association and adopted at the next regular or special meeting upon due notice issued by the Secretary.

Sec. 2.—The representatives of the railroad companies, parties to this agreement, not present at such meeting shall

be allowed to vote by letter, and the amendments shall be adopted if they receive a vote of two-thirds of the roads, parties to this agreement, and the Secretary shall convey proper instructions to the Standing Committee.

#### ARTICLE 14.

Section 1.—This agreement shall be in effect on and after the date of its approval by the members of this Association. It shall continue for the space of one year from the date of approval and thereafter, unless abrogated by written notice of the representative companies, provided, however, no company shall withdraw from this Agreement without giving ninety (90) days advance notice in writing.

NOTE: Taking advantage of the first paragraph of Article IV, Section 1, The Cincinnati Division of the Central Association of Railroad Officers, on February 13, 1906, adopted and made effective February 16, 1906, the following Interchange Rules which govern this Association and any of the above rules inconsistent therewith were, on that date, abrogated.

#### **Recommendation for the Government of Interchange of Cars Between the Following Lines in the Cincinnati Terminals, in Connection With the Central Association and M. C. B. Rules.**

Rule 1. All cars loaded or empty offered in interchange, that are safe to haul to the repair or transfer tracks of the receiving line, must be accepted by them, except as hereinafter provided.

Rule 2. For the protection of the receiving line, the delivering line must not offer any car with safety appliances that do not conform to the requirements of the Safety Appliance Act.

Rule 3. The receiving line shall make such repairs as the service requires, under the protection of the M. C. B. Rules or transfer at its own expense, as follows:

- (a) Cars having physical defects that they do not wish repaired;
- (b) Cars on which lading is in bad order and needs adjustment;
- (c) All over-loaded cars if necessary to transfer;
- (d) Cars too large for tunnels;
- (e) Non-air cars;
- (f) Cars on which they have published restrictions;

Rule 4. This agreement to be effective from February 16, 1906. Any line wishing to cancel this arrangement with any road or roads can do so by giving ten days' notice to such road or roads, through the Central Association of Railroad Officers, Cincinnati Division.

#### **RULES GOVERNING THE RETURN OF SWITCHED CARS AT CINCINNATI.**

Adopted by the Central Association of Railroad Officers  
(Cincinnati Division), May 8, 1900.

Rule 1.—Freight cars which are delivered by one road to another to be switched to industries inside the switching limits of Cincinnati, and which are known as "switch cars," should be returned to the road originally delivering the cars, except as herein stated.

(A) Where the cars are owned or operated by the switching road, or by a system of which it is a part, such cars need not be returned to the delivering road.

(B) Where the cars are owned or operated by any road having its own line into Cincinnati, such cars may be returned to owners direct or to delivering road, at option of switching line.

Rule 2.—Cars belonging to roads not terminating at Cin-

cinnati must be carded by the line delivering the cars under load for return to that line or for delivery to the road which is proper home route, provided such home route is via Cincinnati line, and so shown on carding. For this purpose the standard card, as adopted in Cincinnati, should be used.

Rule 3.—It is hereby expressly understood and agreed that all lines, members of this Association, shall not permit a car loaded with transferable\* commodity, which has been delivered them for switching inside of the switching limits, to be reconsigned or forwarded to a point on any line except the delivering road, unless by permission of the said delivering line.

Rule 4.—If a foreign car is loaded locally and upon arrival at destination the shipment is reconsigned, if the reconsignment would cause a diversion of the car, it must be transferred under the rules governing transfers, where this can be done without injury to its contents, and the car returned to the road from which it was received or to the owners. But in case the shipment is of such a character that it cannot be transferred,\* the car may run through to destination, and the same will not be considered a diversion.

Rule 5.—Empty cars other than switch cars belonging to roads, members of this Association, whose lines terminate at Cincinnati, shall be delivered direct to owners, except when other arrangements are made between the lines interested.

The initials of the cars shall be proof of ownership

\*Under above rules the commodities herein noted will be considered "Not transferable":

Agricultural implements,

All articles under refrigerator protection.

Bones in bulk,

Bottles in bulk,

Brick, pressed or common,

Cow horns in bulk,

Cow tails, loose,

Crockery ware in bulk,

Drain tile,

Fruits or vegetables in bulk,

Furniture of all kinds,  
High explosives of all kinds,  
Household goods,  
Ice,  
Lime in bulk,  
Lumber, dressed,  
Lumber, tongued or grooved,  
Machinery,  
Marble slabs or dressed stone,  
Plate glass,  
Sash, doors and blinds,  
Slate.  
Stoves,  
Tin cans in bulk,  
Tin plate,  
Tin roofing,  
Vehicles of all kinds.

#### **CODE OF SWITCHING RECLAIM RULES.**

**C**ENTRAL ASSOCIATION OF RAILROAD OFFICERS,  
CINCINNATI DIVISION.

**Effective July 1, 1904.**

**Superseding All Other Switching Reclaim Rules and  
Regulations.**

#### **Rule No. 1**

Switching service is the movement of a car to be loaded or unloaded, or the movement of a car between railroads, at a charge for the service rendered within designated switching limits, the road performing the service not participating in the freight rate.

Switching service shall be divided into two classes, viz.: Terminal Switching and Intermediate Switching.

### **Rule No. 2**

Terminal Switching is that wherein one road receives from another a loaded car to be unloaded on its tracks, an empty car to be loaded on its tracks and returned to the delivering road, or picks up and places an empty car to be loaded on its tracks to a road participating in the freight rate.

The road for which terminal switching is performed is that road participating in the freight rate nearest to the point within the switching limits on the switching road where car is loaded or unloaded. The road for which terminal switching is performed will allow the terminal switching road upon whose rails cars are unloaded or loaded (or upon private tracks connecting therewith) a reclaim of four days at the current per diem rate for each loaded movement or a car under a switching charge.

### **Rule No. 3**

Intermediate Switching is that wherein one road receives from another a loaded or empty car to be delivered to another road, the service being performed within the switching limits, the road performing such service not participating in the freight rate.

The road for which intermediate switching is performed is that road participating in the freight rate nearest to the intermediate switching road or roads.

In the case of intermediate switching between two roads, both of which participating in the freight rate, the delivering road is the one for which intermediate switching is performed.

The road performing intermediate switching shall make a reclaim of one-half day at the current per diem rate for each car handled against the road delivering the car.

At the end of each month terminal switching roads shall make bills against other roads for all intermediate switching reclaims paid by them on account of cars des-



lined to roads participating in the freight rate, or roads operating the switching movement.

If there are two or more intermediate switching roads the allowance of one-half day will be divided equally in accord with the foregoing.

In no case will the road performing terminal switching be assessed any intermediate switching reclaim.

#### **Rule No. 4**

In case of cars loaded at a point within the switching limits, to a point within the switching limits, the road upon which the business originates stands in the same attitude as a delivering line participating in the freight rate, and said road must pay reclaims. (This includes "trap" cars handled under a switching charge.)

The right of reclaim is not affected by the fact that in switching service the switching lines may collect their charges from the shipper or consignee.

#### **Rule No. 5**

If a road performing terminal or intermediate switching receives an empty car from a connection for loading, and such car is returned empty by reason of cancellation of order, or error on part of delivering road, reclaim may be made against the delivering road on the basis of the agreed terminal or intermediate switching reclaims.

NOTE: That rule 5 shall be applicable to an empty car delivered in error to connecting road, regardless whether or not it has been delivered for loading.

#### **Rule No. 6**

Whereas Rule No. 5 of the Car Service Code provides that delivery is not complete unless cars are accompanied or preceded by a proper data for forwarding, it is understood and agreed that when cars are receipted for without proper data for forwarding, the receiving line shall immediate-

ly notify the delivering line. In this case the receiving line may reclaim against the delivering line for the actual time that may intervene between the receipt of a car and the receipt of proper data for forwarding. If the delivering line orders cars returned, the receiving line may reclaim per diem accruing, and in addition thereto not to exceed two days from the date of receipt by it of the said order to return the car.

Proper data for forwarding will consist of regular way-bill, conductor's card way-bill, running slip, memo. bill or side carding, as receiving road may require. In the case of export and import shipments, proper data in addition to the above will consist of custom manifests and such other data as may be required by the custom regulations. This rule applies to both switch and through cars.

If per diem accrues at destination or junction point in transit by reason of non-receipt of proper data for delivery of the freight, the receiving line may reclaim against the delivering line, actual per diem so accruing, provided the delivering line is at fault.

NOTE 1: That the two day limit in Rule 6 of the Cincinnati Switching Reclaim Rules shall be applicable only to cars that have not left junction point at which delivered.

NOTE 2: Be it resolved, that it is the sense of this Association that the word referred to ("immediately," Rule 6), shall mean within "twenty-four hours from date car is received," and if notice is not given within twenty-four hours, reclaim shall be allowed only from date of notice.

#### **Rule No. 7**

Whereas, Rule 5 of the Car Service Code provides that delivery is not complete until cars have been accepted by a car Inspector of the receiving line, and where-

as, compliance with this rule at many points is impracticable, it is understood and agreed upon that when cars in bad order are receipted for such cars shall be treated in accordance with the M. C. B. Rules, and in addition to this the receiving line may reclaim against the delivering line actual per diem accruing not to exceed two and one-half ( $2\frac{1}{2}$ ) days per car at the current per diem rate.

**Rule No. 8**

In the absence of an agreement to the contrary, a road cannot reclaim on account of per diem paid upon cars loaded with Company's material for its own use.

(See Arbitration Case No. 8, decision rendered by the Arbitration Committee of the American Railway Association, dated July 2, 1903.)

**Rule No. 9**

It is understood and agreed that Rule 14 of the per diem code is not applicable to cars in switching service except that if a switching road will not accept delivery of switch cars currently, it must give telegraphic notice thereof to its connections and receive all cars delivered to interchange track prior to date of such notice.

Rule 14 reads as follows:

"A road failing to receive promptly from a connection, cars upon which it has laid no embargo shall be responsible to the connection for the per diem on cars held for delivery, including the home cars of such connection. If such failure to receive shall continue for more than three days, the delinquent line shall thereafter in addition be responsible for the per diem on all cars wherever in transit, which are thus held back for delivery. It shall be the duty of a connection intending to reclaim such per diem allowance to notify the delinquent line daily of the total number of cars so held for it and when required to furnish the initials and numbers of the cars."

Touching this rule, the Arbitration Committee of the American Railway Association under date of August 27, 1903, delivered the following opinion:

“Two or more roads in local territory may agree to disregard Rule 14 as applied to cars in switching service, but such agreement shall not be binding upon a dissenting minority.”

#### **Rule No. 10**

On account of the conditions surrounding the interchange of cars over the Street Connection track, it is understood and agreed that cars interchanged between the Pennsylvania and the west end lines over that track between the hours of 6 p. m. and 6 a. m. shall be reported as delivered at 12:01 a. m.

This rule shall also apply on delivery and receipt of cars from the C. H. & D. and the C. N. O. & T. P. Ry. to the Pennsylvania through the B. & O. S-W. R. R.

#### **INTERPRETATION OF RULE SEVEN.**

##### **Reclaim Allowed Under Rule Seven.**

1. On Car Owners' cars received home with defects the delivering company is responsible.
2. On Foreign Cars with either Car Owners' Defects or defects the delivering company is responsible for.
3. On House or Yard cars when the repairs are necessary to make the movement.
4. On cars handled by an intermediate road on a switching charge, if the condition of the car requires repairs to be made to place the car in addition to make the movement from one road to another, character of defects to decide.
5. On all cars transferred on account of condition of car, cover lading of car, dimensions of car, dimensions of

lading on open cars and shifted or spread lading on open cars.

6. On all cars reloaded or partial transfers made on account of side doors forced out by lading, end gates forced out by lading, leaking lading when leakage is stopped, securing lading at side doors, reblocking of lading on open cars, and absence of grain doors in box cars loaded with Coal, Lime, Sand, etc.

7. On all cars received from connecting lines in defective condition that necessitate the switching of one of the cars to make the repairs, excepting Private Line cars and Car Owners' cars received home with defects, per M. C. B. Rules, for which the car owner is responsible.

#### **Switching Lines Responsible.**

8. On all cars damaged or with material missing, when damaged or lost while the car is in the possession of the switching line, that necessitates the detention of the car, by the receiving company to make repairs.

9. Switching lines that permit an industry, loaded on their line, to load a car and consign it via a different line than that received from, will be responsible for the reclaim if any defects exist that will necessitate the detention of the car to make the repairs.

#### **No Reclaim Allowed Under Rule Seven.**

10. On Private Line cars and on cars belonging to railroads not a party to the Per Diem Rules.

11. On cars which need light repairs that can be made in yard without requiring switching out of a car.

12. On cars passed on card, passed on notation, or passed as O. K., without any repairs being made.

13. Companies must state what cars belonging to

their system they consider Home when delivered on their rails by a connecting line.

14. When cars have been received in a defective condition and returned to delivering road in the same condition in which they were received, they are not eligible to reclaim under Rule 7, except as set forth in Section 5, under the head of Reclaims Allowed in connection with transfer of lading.

15. All reclaims under Rule 7 shall be approved by the Chief Interchange Inspector before being passed for payment.

16. The foregoing interpretation shall be retroactive and shall be effective as of July 1, 1904, on which date the present Switching Reclaim Rules became effective.

**THE JUNCTION POINTS WITHIN THE TERRITORY OF  
THE CINCINNATI CAR SERVICE ASSOCIATION  
WHERE THE CODE OF SWITCHING RECLAIM  
RULES, CINCINNATI DIVISION, CENTRAL  
ASSOCIATION OF RAILROAD OFFI-  
CERS, WILL BE EFFECTIVE.**

**BALTIMORE & OHIO SOUTHWESTERN R. R.**

Addyston.	Norwood E.
Aurora.	Portsmouth.
Bond Hill.	Stock Yards.
Cincinnati.	Sciotoville.
Chillicothe.	Sabina.
Hillsboro.	Wellston.
Ivorydale Jet.	Winton Jet.
Lawrenceburg.	Washington C. H.
Loveland.	Wilmington.
North Bend.	

**CHESAPEAKE & OHIO RY.**

Ashland.	Dayton.
Cincinnati.	Newport.
Covington.	

**CINCINNATI, HAMILTON & DAYTON RY.**

Byer's Jct.	Middletown E.
Brighton.	Piqua.
Chillicothe.	Sidney.
Carlisle.	Stillwater Jct.
Cincinnati.	Spencerville.
Covington.	Troy.
Dayton.	Winton Jct.
Hamilton.	Washington C. H.
Ironton.	Wellston.
Ivorydale.	Versailles.
Ludlow Falls.	Xenia.
Lebanon Jct.	

**CINCINNATI NORTHERN R. R.**

Ansonia.	Franklin.
Cincinnati.	Greenville.
Carlisle.	Manchester W.
D. & U. Crossing.	Savona.

**CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RY.**

Cincinnati.	Lexington.
Georgetown.	Nicholasville.
Junction City.	Walton.

**CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS  
CO.**

Aurora.	Ludlow Falls.
Ansonia.	Middletown.
Arcanum.	Quincy.
Cincinnati.	Savona.
Dayton.	Springfield.
Durbin.	Sidney.
Franklin.	Troy.
Ivorydale.	Urbana.
Lawrenceburg.	Versailles. †

**CHICAGO, CINCINNATI & LOUISVILLE R. R.**

Brighton.	Cincinnati.
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**CINCINNATI, LEBANON & NORTHERN RY.**

Cincinnati.	McCullough.
Idlewild.	Middletown Jet.
Lebanon.	Norwood E.

**HOCKING VALLEY RY.**

Coalton.	Jackson.
Glenroy.	Wellston.
Hamden.	

**LOUISVILLE & NASHVILLE R. R.**

Cincinnati.	Latonia.
Central Covington.	Newport.
Covington.	Walton.



**NORFOLK & WESTERN RY.**

Bond Hill.	Idlewild.
Clare.	Ivorydale.
Chillicothe.	Ironton.
Danville E.	Portsmouth.
Glen Jean.	Sciotoville.
Hillsboro.	Sardinia.

**PITTSBURG, CINCINNATI, CHICAGO & ST. LOUIS RY.**

Cincinnati.	Manchester W.
Carrel St.	Middletown Jct.
Charleston S.	Morrow.
Clare.	Piqua
Dayton.	Springfield.
Hamilton.	Urbana.
Loveland.	Xenia.

**SWITCHING LIMITS.**

B. & O. S.-W. R. R., Ind. Div., E. Norwood, to Delhi, inclusive.

C. & O. Ry., to East end of Dayton yard.

C. C. C. & St. L. Ry., Cinti. Div., to North end Ivorydale yard.

C. C. C. & St. L. Ry., Chicago Div., to Riverside, inclusive.

C. N. O. & T. P. Ry., to South end Ludlow yard.

C. H. & D. Ry., to North Ivorydale yard.

L. & N. and K. C., to South end of Latonia yard.

P. C. C. & St. L. Ry., to East end Pendleton yard.

Adopted September 27, 1895.

**TARIFF SHEET.**

**FOR TRANSFERRING FREIGHT IN CARLOADS AT  
CINCINNATI.**

As adopted by the Central Association of Railroad Officers,  
Cincinnati Division, January 11, 1892.

Minimum Charge, \$1.50 per Car.

ARTICLES.	In Cents Per Ton.
Agricultural implements (Actual cost with order from delivering line to transfer and charge).	
Acid in Carboys .....	25
Barrels, Freight . . . . .	7
Barrels (empty) . . . . .	10
Barbed Wire .....	15
Baled goods, except Cotton, Hay and Straw.....	10
Bed Springs .....	20
Bones . . . . .	25
Boxes (empty) .....	121½
Bottles (in bulk).....	50
Blooms and Billets.....	5
Blowers . . . . .	20
Brick (Fire or Pressed).....	25
Brick (Common) .....	20
Bridge Iron and Material.....	30
Boilers (Flues) .....	121½
Carboys (empty) .....	121½
Car Axles, Trucks or Wheels.....	121½
Cinders (all kinds).....	20
Coal (Hard) .....	15
Crockery . . . . .	50
Coal (Bituminous) .....	14
Coal (Smithing) .....	20
Coke . . . . .	25

ARTICLES.	In cents per ton.
Coal Hods .....	20
Clay . . . . .	15
Corn (Ear) .....	20
Cotton . . . . .	7
Drain Tile .....	20
Elbows . . . . .	20
Fruits and Vegetables in boxes.....	10
Fruits and Vegetables in bulk.....	25
Furniture . . . . .	25
Grain Products (in sacks).....	10
Grain Products (in bulk).....	30
Grain (in bulk, except Oats).....	10
Grindstones . . . . .	25
Hoofs (in bulk).....	25
Horns (in bulk).....	25
Hides, Green (in bundles).....	12½
Hides, Dry (in bales).....	12½
Household Goods .....	25
Hay . . . . .	20
Ice . . . . .	25
Iron Pipe (Bundles and loose).....	15
Iron Ore .....	20
Iron Plates .....	25
Iron Sheets .....	25
Kegs, Freight .....	10
Kegs (empty) .....	10
Lead, Pig and Minerals (in pigs or slabs).....	10
Lumber, Rough .....	15
Lumber, Dressed .....	20
Lumber, Tongued and Grooved.....	30
Laths . . . . .	15
Lime (in bulk) .....	35
Merchandise (N. O. S.).....	12½
Machinery (N. O. S.).....	25
Machinery (heavy) (Actual cost with order from delivering line to transfer and charge.)	
Malt (in bulk).....	20

ARTICLES.	In cents per ton.
Oats (in bulk).....	20
Pipe (Sewer) .....	20
Pipe (Cast Iron, Water or Gas).....	121½
Pig Iron, Blooms or Billets.....	5
Phosphates . . . . .	15
Post (Fence) .....	15
Poles (Telegraph) .....	50
Rails (Old) .....	15
Rails (New) .....	20
Shingles . . . . .	15
Staves . . . . .	17
Slate (Roofing) .....	40
Stone or Marble, in slabs or shape.....	25
Stone or Marble, in blocks.....	15
Stoves . . . . .	50
Straw . . . . .	20
Sand . . . . .	15
Safes (Iron) .....	20
Sack, Freight .....	8
Sewer Pipe .....	20
Scrap Iron .....	15
Ties (Railroad) .....	15
Timber . . . . .	25
Tobacco (in Hogsheads) .....	121½
Wood (in shape).....	15
Wooden Ware .....	15
Wagons and Vehicles (Actual cost with order from delivering line to transfer and charge).	

# **STORAGE RULES OF THE CINCINNATI CAR SERVICE ASSOCIATION.**

**Effective May 1, 1905.**

All less than carload freight, and all package freight, carloads and less, will be subject to storage charges in accordance with the following rules.

## **Rule I.**

Storage will be charged when freight, unloaded at railroad warehouses or on platforms, is not removed by consignee within forty-eight hours (two days) from the first 7 A. M. after freight is unloaded, Sundays and legal holidays excepted.

When package freight and less than carload freight is not unloaded in warehouse or on platform, but is to be unloaded from car by consignee, storage will be charged if goods are not removed within forty-eight hours after 7 A. M. following arrival of car and notice to consignee.

Storage facilities will not be furnished at railroad depots for any freight except at railroad companies' convenience.

## **Rule II.**

Freight will not be accepted at freight house for forwarding unless accompanied by complete shipping instructions.

## **Rule III.**

Railroads reserve the right to send freight to public warehouse at owner's risk at the expiration of forty-eight hours after being unloaded.

**Rule IV.**

Freight upon which the free time has expired while on delivery track and subsequently sent to warehouses or platforms, shall be subject to storage charges immediately upon being unloaded at warehouses or platforms.

**Rule V.**

Prompt notice shall be given by agents to consignees of the arrival of all freight, together with contents, weight and amount of freight charges due thereon, or as shown by waybill.

**Rule VI.**

When freight is held in railroad warehouses, cars or on platform in excess of free time, charge will be made for storage at the rate of five cents per ton per day.

Any fractional part of 2,000 pounds will be computed as a ton, and any fractional part of twenty-four hours will be counted as a day.

**Rule VII.**

Freight upon which storage charges have accrued shall not be removed from the railroad companies' premises until such charges have been paid. When consignees or consignors refuse to pay, agents will hold freight until payment is made, and assess regular charges until freight is removed or disposed of.

There will be no list of uncollected storage charges.

### **Rule VIII.**

Agents will make and send to the Manager of the Cincinnati Car Service Association a record of all freight subject to storage rules on such forms and at such times as may be prescribed, and give such other information and assistance as may be required by the Manager.

Moneys collected under these rules shall not be refunded except upon order of the Manager after proper investigation.

NOTE: Nothing in the above rules is to be construed as interfering with the Car Service Rules in effect in this territory.

NOTE: The above rules apply at all points in the Cincinnati Car Service territory non-competitive with the P. C. C. & St. L. Ry.

### **RESOLUTIONS.**

#### **Chamber of Commerce Inspectors Resealing Cars.**

Adopted March, 1891.

**Resolved,** That the Chamber of Commerce shall have the in inspectors of the Chamber of Commerce reseal all cars that are broken by them for the purpose of taking samples of grain, the railroads to furnish the presses and seals.

#### **Gross, Tare and Net Weights Shown on Regular and Mem. Billing.**

Adopted May, 1896.

**Resolved,** That Roads, members of this Association, shall show gross, tare and net weights on regular and mem. billing. and on side carding, it being optional to show consignee on side carding.

**Manner of Issuing Embargoes.**

Adopted January 10, 1905.

**Resolved,** That embargoes shall be issued preferably by the telegraph, but if this is impracticable, they may be issued by telephone, in which case copy of the telephone message must be made at once in writing, with the hour and minute at which it was sent, showing thereon not only the person sending the message, but the person receiving the message, and the telephone message must be at once confirmed, either by telegraph or by mail, copy of same to be kept on file for reference.

**Air-brake Defect Car Card.**

Adopted April 11, 1905.

**Resolved,** That in the interchange of cars at Cincinnati the air-brake defect card of the delivering line be accepted as interchange defect for all air-brake defects.

**Charge for Detouring Service.**

Adopted June 5, 1905.

**Resolved,** That the minimum charge for detouring service shall be \$5.00.

**Investigation of Cars Delivered in Error.**

Adopted December 12, 1905.

**Resolved,** That where cars are delivered in error and returned, investigation shall be held by the Superintendents of the lines interested: when responsibility is accepted, the line



responsible for the error shall pass bill through its Auditing Department in the usual way.

Mr. Barnard: I move that the Constitution and By-Laws, Interchange rules and resolutions be adopted as read and ordered printed, effective April 1, 1906.

Seconded and carried.

**Appointment of an Executive Committee.**

The President appointed as an Executive Committee, provided for in the above rules, Mr. Brent Arnold, Chairman; Mr. R. C. Barnard, and Mr. E. P. Goodwin.

**Appointment of a Committee to Meet Committees From the  
Other Divisions in the State of Ohio to Formulate  
Uniform Storage Rules for Less Than Car-  
load Freight in Warehouses.**

At the last meeting the Secretary was directed to communicate with the other Divisions in Ohio, relative to appointment of Committees to meet and formulate uniform rules throughout the State covering the storage of less than carload freight in warehouses. The Secretary stated that he had taken up the matter with the Secretaries of the other Division in Ohio, and it was now necessary to appoint a Committee from the Cincinnati Division to meet with the other Committees.

Mr. Barnard: I move that the Chairman appoint a Committee of four, including himself as Chairman, of the Committee.

The Chair appointed as the other committeemen: Mr. Goodwin, Mr. Sweeney and Mr. Barnard.

**Admission to Membership in the Joint Car Inspection at Cincinnati of the Chicago, Cincinnati & Louisville Railroad Company.**

The Secretary read the following letter from the General Superintendent of the C. C. & L. Ry.

The Chicago, Cincinnati and Louisville Railroad Company.  
Cincinnati, O., February 26, 1906.

Mr. O. G. Fetter,  
Sec'y Central Association R. R. Officers,  
Building, City.

Dear Sir: The C. C. & L. R. R. desire to become a member of the Joint Car Inspection of Cincinnati, effective March 1st.

Will you kindly make necessary arrangements and advise me?

Yours truly,  
(Signed) R. P. Dalton,  
General Superintendent.

The Secretary stated that he took the matter up with the President of the Association and was directed to make arrangements for the C. C. & L. R. R. Co. to become a member of Joint Car Inspection, March 1, 1906, and that it is now only necessary for the Association to confirm the action of the President. On motion properly seconded, the action of the President was confirmed.

The Secretary also stated that Mr. Dalton accepted the arrangement for interchange of cars, adopted February 13th, effective February 16, 1906, and is now operating under said rules.

**ADJOURNMENT.**

The meeting duly adjourned 12:30 p. m.

J. C. HAGERTY,  
President.

O. G. FETTER,  
Secretary.

## INDIANAPOLIS DIVISION.

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**The Regular Monthly Meeting of the Indianapolis Division of the Central Association of Railroad Officers was held in Indianapolis Union Station, 2 o'clock P. M. Monday, March 5th, 1906.**

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The meeting was called to order by President Merion, with representation as follows:

L. E. & W.....	M. P. Deniston.....	Supt.
I. U. Ry.....	A. A. Zion .....	Supt.
I. U. Ry.....	J. E. Merion .....	Auditor.
C. I. & L. Ry.....	F. M. Quimby.....	Trainmaster.
C. I. & L. Ry.....	A. J. O'Reilly.....	Gen. Agent.
C. C. & St. L. Ry....	J. R. Cavanagh...	Supt. Car Service.
P. & E. R. R.....	J. R. Cavanagh...	Supt. Car Service.
Vandalia . . . . .	J. J. Pruett .....	Train Master.
P. C. C. & St. L. Ry....	H. B. Reynolds.....	Train Master.
	W. T. Wolff .....	Special Agent.
P. C. C. & St. L. Ry....	Nettleton Neff . . . . .	Supt.
C. H. & D. R. R.....	J. M. Scott . . . . .	Supt.

The minutes of the previous meeting stood approved.

**Unfinished Business.**

**Subject for Annual Meeting.**

The Secretary reported that a second communication had been addressed to the respective Superintendents, in accordance with request made at the January meeting, as indicated by the following:

Central Association of Railroad Officers.

Indianapolis Division.

Indianapolis, Ind., January 16, 1906.

Mr. \_\_\_\_\_,  
Superintendent.

Dear Sir: The question of selecting a subject which would meet the wishes of the members of the Indianapolis Division on which to prepare a paper to be submitted at the 1906 Annual Meeting, came up for consideration at the January meeting.

The Annual meeting this year, is to be held earlier in the season than usual, viz., May 28th and 29th, at St Louis, Mo.

The new President, Mr. J. E. Merion, requests the undersigned to take up the matter by letter, with all concerned, asking that you carefully look over the field and be prepared to submit appropriate subjects at the February meeting, from which one or more may be selected, on which a paper may be prepared.

Will you kindly give this matter your personal consideration?

Yours truly,  
(Signed) G. B. Staats,  
Secretary.

Responses were received from all the roads advising that they had nothing to suggest. The President then called on each member present, with the same result.

It was decided to leave the matter open until the next meeting.

Investigating and placing the responsibility for train accidents occurring on Union Railway or Belt Railway tracks.

Pursuant to action taken at the February meeting, the Secretary submitted the question to the respective roads as per following copy of letter:

Indianapolis, February 10, 1906.

Mr. \_\_\_\_\_,

Superintendent.

Dear Sir: The question as to manner of determining the responsibility of accidents occurring on I. U. and Belt Railway, was brought before the meeting of this Division, held Monday, February 5, 1906.

It is explained in brief that, several years ago, it was the practice of the Superintendent of the I. U. Ry. Co. to conduct all investigations and determine the responsibility for the accident.

During the past several years it has been the custom for the Superintendents of the roads involved in the accident, to hold joint investigations with view of fixing the responsibility.

It was stated that this had not been in all instances successful, and that there were a number of cases where the responsibility had not been fixed.

After considerable discussion, it was decided on motion, to submit the question for letter ballot.

Will you kindly look into the matter and decide whether your Company prefers to continue the present practice, or return to the former practice, leaving the question of examination and fixing the responsibility with the Superintendent of I. U. Ry. Company. This, with the understanding that any road dissatisfied with the finding, shall have the right to appeal to the Board of Managers.

Kindly advise the undersigned not later than Saturday  
February 24th.

Yours truly,  
G. B. Staats,  
Secretary.

Prompt replies were received, the following showing result  
of the ballot:

**In favor of the former practice.**

P. C. C. & St. L. Ry.  
Vandalia R. R.  
L. N. A. & C. Ry.  
L. E. & W. Ry.  
C. C. C. & St. L. Ry.  
P. & E. R. R.  
I. U. Ry.  
C. H. & D. R. R.

In favor of former practice—eight (8) roads or unanimous.

On motion of Mr. Deniston, seconded by Mr. Quimby, it was decided that the letter ballot be accepted, and that all train accidents occurring on the Indianapolis Union Ry., or Belt Railway, should be investigated by the Superintendent of the Indianapolis Union Ry., and the responsibility fixed by him. This with the understanding that each Superintendent interested will be notified of the time and place of the investigation and invited to be present; also with the understanding that any road dissatisfied with the finding made by the Superintendent of the Indianapolis Union Railway, such road shall have the right to appeal to the Board of Managers of the Indianapolis Union Railway Company.

**Reports of Committees.**

Revising Constitution and By Laws; also compiling Rules, Instructions, etc.

**Mr. A. A. Zion**, Chairman of the Special Committee, explained that in order to embody certain matters in the revised Constitution and By Laws, it would be necessary for the association to take official action covering the several points before the Committee.

**On** motion of **Mr. Wolff** the following were offered in order:

**Resolved**, In the handling of loaded or empty cars for track delivery for other roads, it is agreed that each road will give such cars as prompt handling as cars originating on its own line.

**Resolved**, The use of foreign cars will be governed by the rules of the American Railway Association concerning the misuse and diversion of cars.

**Resolved**, Freight houses in Indianapolis will close for the receipt of freight at 4:30 p. m., except Saturdays, when they will close at 4:00 p. m.

Freight houses will remain closed all day Sundays, New Years, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

**Resolved**, It is the sense of this Association that full initials be shown on billing on interchange business.

**Resolved**, When switch cars are for any reason refused by consignee the initial road must at once be notified of such refusal, and if orders for disposal are not promptly furnished, cars will be at once returned to the road from which they were received, switching and car service charges, if any, to follow. If the property is subsequently sold for charges, freight and switch charges are to have preference and the balance of the proceeds to apply towards the payment of car service charges.

**Resolved,** Where a road is requested by a connecting road to weigh a loaded car the charge for same will be \$1.00.

**Resolved,** The official list of consignees using side tracks, and the designated number of such sidings within the switching limits of Indianapolis, will be the list issued by the Local Freight Agents' Association from time to time.

In each case the foregoing resolutions were duly seconded and adopted.

Chairman Zion then proceeded with the reading of the Constitution and By-Laws as prepared by the committee.

On conclusion, the report as a whole was, on motion, adopted.

The Secretary was directed to ask for bids for printing the necessary number of copies, furnishing each Superintendent with a proof.

Proposed discontinuing the delivery of cars via Union tracks to industries located on private sidings on the various lines.

Indianapolis, February 21, 1906.

Central Association of Railroad Officers.

Indianapolis Division.

Indianapolis, Ind.

Gentlemen: Your Committee, appointed to look into the question of relieving the Indianapolis Union Railroad Tracks of the congestion by reason of making deliveries to and from sidings, and various yards thereon, begs to report as follows:

Any relief of car movement over the Union Railway tracks must necessarily be done by moving such cars over the Belt Railroad, and were this policy to be pursued, it would result in largely increased expense to the delivering line by reason of increased mileage, and in greatly retarding the movement of cars in effecting delivery to receivers, or from shippers, without any compensating feature to off-set these grave objections.



**Your** Committee, therefore, respectfully recommends that no **change** in the practice be made at this time.

Yours truly,

(Signed)

H. B. Reynolds,

C. A. Paquette,

A. A. Zion,

On **m**otion, the report was unanimously adopted and the **Committee** discharged.

**Proposed Joint Inspection at Indianapolis.**

**Central** Association of Railroad Officers,  
**Indianapolis** Division,  
Indianapolis.

**Gentlemen:** Your Committee carefully looked into the **situation** at Indianapolis, and we do not find that the conditions **prevailing** at present, warrant any change in our present **practice**, and beg to report adversely on the proposition.

Respectfully submitted,

M. P. Deniston,

Chairman, Standing Committee.

On **m**otion, the report was adopted and the Committee relieved.

**Meeting** adjourned.

J. E. **MERION**,

**P**resident.

G. B. **STAATS**.

**S**ecretary.

**Indianapolis**, Indiana, March 13, 1906.

## COLUMBUS DIVISION.

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**Regular Monthly Meeting of Central Association of Railroad Officers  
Columbus Division, held in Room 398, Union Station, Columbus, O.,  
March 14th, 1906.**

In the absence of both the President and Vice-President, Mr. R. S. Quigley was chosen President pro tem., and meeting was called to order at 1:30 p. m., with the following representation:

C. C. C. & St. L. Ry.....\*W. G. Bayley.....Superintendent.  
Hocking Valley.....R. S. Quigley.....Superintendent.  
Hocking Valley Ry.....T. R. Limer.....Supt. Car Service.  
N. & W. Ry.....J. S. Pierce.....Master Mechanic.  
P. C. C. & St. L. Ry.....L. Ohliger.....Superintendent.  
S. W. Miller .....Master Mechanic.  
Penna. Co., (Toledo Div.)J. J. Walsh .....Gen'l Foreman.

\*Represented by Mr. H. M. Patton, Local Agent.

Minutes of the previous meeting were read by the Secretary and exceptions taken to article in minutes pertaining to withdrawal of O. R. & W. Ry. from membership in Columbus Car Service Association. After liberal discussion, on motion duly seconded and carried, the minutes were approved with the understanding that O. R. & W. Ry. retains their

membership in Columbus Car Service Association, but not to bear any expense of the Association or have any vote at meetings.

#### **Unfinished Business.**

#### **Increased Compensation for Chief Joint Inspector and Clerk at Columbus.**

It was moved, seconded and carried that the compensation of Chief Joint Inspector at Columbus be increased from \$115.00 to \$125.00 per month; and compensation of Clerk to Chief Joint Inspector be increased from \$15.00 to \$25.00 per month, both effective March 1, 1906.

#### **Unloading of Iron Ore and Mill Cinder at Furnaces.**

It was moved, seconded and carried that the question of unloading of Iron Ore and Mill Cinder at Columbus Furnaces be laid on the table indefinitely.

#### **Subject for Discussion at Annual Meeting, 1906.**

Committee appointed to nominate representative to prepare subject for discussion at Annual Meeting not being prepared to report definitely their conclusions, an extension of time was given them to report.

#### **New Business.**

#### **Uniform Rules for Storage of L. C. L. Freight.**

Communication as follows from Secretary, Cincinnati Division, Central Association of Railroad Officers:

Mr. J. D. Berry,

Sec'y Columbus Division.

Dear Sir: At the last regular meeting of Central Association of Railroad Officers, Cincinnati Division, held Feb. 13, 1906, the following resolution was adopted:

I move that the Secretary be instructed to communicate with the Secretaries of the other Associations, within the State of Ohio, with a view of having a joint committee appointed to formulate uniform rules throughout the state covering the storage of less than car load freight in warehouses.

Will you kindly arrange with your Association to have a Committee appointed, and advise me the name of the Committee so that I can arrange for a meeting of the different Committees to take this matter up with a view of uniformity in storage matters.

Yours very truly  
(Signed) O. G. Fetter,  
Secretary.

On motion duly seconded and carried the subject was held over until next meeting.

#### **Car Service on Coal During Strike.**

Secretary brought to attention of the meeting that shippers of coal were importuning him for ruling as to what action would be taken by Columbus Car Service Association on subject of collection of car service charges on coal during the anticipated strike troubles.

After the subject was discussed, it was moved, seconded and carried as follows:

Inasmuch as the Railroad Companies unload storage coal to tide them over the trouble anticipated, that consignees be required to act in the same manner and if any concessions as to be made later on the subject can be taken care of at that time.

Bill of \$14.28, this Division's proportion of expense of Central Association of Railroad Officers, was approved and ordered paid.

Adjourned 2:15 p. m.

R. S. QUIGLEY,  
President pro tem.

J. D. BERRY,  
Secretary.

## TOLEDO DIVISION.

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Regular Monthly Meeting of the Central Association of Railroad  
Officers, Toledo Division, held in Room 340 Valentine  
Building, Thursday, March 8th, 1906.

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Meeting was called to order by President Quigley, with the  
following representation:

<b>Hocking Valley Ry.</b> .....	R. S. Quigley.....	Superintendent.
	T. R. Limer.....	Supt. Car Service.
<b>L. S. &amp; M. S. Ry.</b> .....	H. J. Merrick.....	S. F. T.
	G. E. Husted.....	Agent.
<b>T. &amp; O. C. Ry.</b> .....	H. E. Speaks .....	Superintendent.
	T. R. Limer .....	Supt. Car Service.
<b>Wabash R. R.</b> .....	J. C. Sullivan.....	Supt.
	C. E. Wells.....	Trainmaster.
	C. H. Newton.....	Agent.
<b>M. C. R. R.</b> .....	*D. S. Sutherland.....	Supt.
<b>D. &amp; T. S. L.</b> .....	J. P. Main.....	Superintendent.
<b>P. M. R. R.</b> .....	H. E. Meyers.....	Agent.
<b>Penna Co.</b> .....	Otto Schroll.....	Superintendent.
<b>Penna. Co.</b> .....	W. T. Wolff .....	Special Agent.

T. Ry. & T. Co.....T. B. Fogg.....Gen'l Manager.  
C. C. C. & St. L.....\*W. G. Bayley.....Superintendent.  
C. H. & D. Ry.....W. C. Andrews...Supt. Car Service.  
E. F. Holbrock .....Agent.  
T. St. L. & W. R. R.....A. W. Sheahan.....Agent.  
\*Represented by G. E. Husted.

Visitor: E. C. Palmer, Chief Interchange Inspector.

The minutes of the previous meeting were approved as printed and distributed.

#### **Topic for Discussion at Annual Meeting.**

The Secretary read the following communication from Mr. J. P. Main, Sup't. D. & T. S. Line:

I have your favor March 1st, advising me that I have been selected to prepare a paper on the subject "Movement of Empty Foreign Equipment Over Roads With a View to Keeping Down Penalty Expenses," to be presented at the Annual Meeting of the Central Association of Railroad Officers, held at St. Louis, May 28th and 29th.

On account of the variety of my duties in connection with the Shore Line Railroad, and the petty calls that are continually made on my time in connection with the various departments, I regret that it will not be possible for me to attend this convention, and would recommend that another member be selected at the next monthly meeting.

On motion, the Committee which had this matter in charge was instructed to select another member of the Division to prepare a paper for discussion at Annual Meeting.

### Interchange Inspection.

The Secretary read a communication from the Standing Committee on Interchange Car Inspection, recommending that a filing case be furnished the Chief Interchange Inspector's office at a cost of not to exceed \$10.00.

On motion, request of Standing Committee was granted.

### Question of Who is Responsible in a Case Such as Cited Below.

The Wabash R. R. delivers a car under load to a connecting line for a switching movement to an industry on the rails of the connecting line. (Prior to the delivery of the car to the switching line the Wabash R. R. marks the car plainly, "Return this car to the Wabash R. R. for repairs when empty.") The Industry paying no attention to the marks on the car, after unloading, reloads it for points via the Wabash R. R. On return of the car to the Wabash R. R. it was found necessary to transfer the car to make the repairs to the parts originally marked out by the Wabash prior to delivery to the switching line.

(Question) What company is responsible for the cost of transfer?

This matter was discussed by the Standing Committee on Interchange Inspection at their March meeting and the following resolution was adopted with the understanding that the matter would be referred to the Toledo Division, Central Association of Railroad Officers for approval:

**Moved.** That it is the sense of this Committee that the Company on whose rails the car is loaded is responsible for the transfer.

Discussion of this matter developed the fact that the action taken by the Standing Committee was not in accord with the Interchange Inspection Agreement, the rules providing that

such matters should not be referred to the Central Association of Railroad Officers until appeal was made from the decision of the Standing Committee.

On motion, the matter was laid on the table with the understanding that the Chief Interchange Inspector shall proceed under the agreement.

The Secretary read the minutes of the meeting of the Standing Committee on Interchange Inspection held Thursday, March 1st, and on motion report was received and placed on file.

On motion, adjourned to meet Thursday, April 12, 1906.

R. S. QUIGLEY,  
President.

JOS. DAHM, JR.,  
Secretary.



## PEORIA DIVISION.

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Proceedings of Regular Monthly Meeting held in Room 17, Union Station,  
Peoria, Ill., Tuesday, March 13th, 1906.

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Meeting convened at 9:10 a. m., President Schaff in the  
Chair.

### Present.

- A. T. & S. F. Ry.....Not represented.  
C. & A.....E. Ryder .....Superintendent.  
C. & N. W. ....S. M. Braden .....Superintendent.  
C. B. & Q.....Not represented.  
C. R. I. & P.....Not represented.  
C. P. & St. L.....M. D. Schaff .....Superintendent.  
Ill. Cent. ....Not represented.  
Iowa Central.....Not represented.  
L. E. & W. R. R. ....W. J. Davis.....Superintendent.  
P. & P. T.....Not represented.  
P. & P. U.....Ph. Niederlander ..Superintendent.  
P. & E. ....W. F. Schaff.....Train Master.  
T. P. & W.....Not represented  
Vandalia R. R. ....O. E. Raidy .....Trainmaster.

Visitors: L. Page, Gen. Agent, C. B. & Q., Peoria; A. C.

Woods, Asst. to Gen. Mgr., C. P. & St. L.; T. M. Feeley, Master Mechanic, Iowa Central.

Chairman: Unless there is objection, the reading of the minutes of the last meeting will be dispensed with.

So ordered.

### **Representation.**

Mr. Page: I was requested by Mr. Mulhern to represent the C. B. & Q. at this meeting today. It is somewhat embarrassing for me to butt in, unless it is proper for me to be here, and I should like it if the Association would pass on the question as to my right to represent the road.

Chairman: The rules of the Association require that roads can only be represented by certain officials, and while we are very glad to have you meet with us and would like your opinion on such matters as may come up, we, of course, could not record your vote on behalf of the road.

Mr. Page: Will it be proper that the minutes so show?

Chairman: If you desire it. We hope you will have no objection to remaining with us and expressing your opinion freely.

### **Telephones—New Company.**

Mr. Braden: I should like to ask what the present status of this matter is?

Chairman: The Secretary has considerable correspondence on the subject and can explain.

Secretary: I think the majority of the letters written on this subject, you have each had copies of. The Northwestern Gen. Agent placed one of the new phones in his office, his explanation being that this was for his own private use, and that no business of the Company was done thereon. On account of this action on the part of the Northwestern Gen. Agent, the C. B. & Q. gave notice that they would, and immediately

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did, put in some of the new phones. The C. & N. W. phone was later taken out.

Mr. Braden: I note all the way through, the accusation that the Northwestern put the Independent Telephone in their Gen. Agent's Office. This is not exactly correct, and gives a wrong impression and I should like to state that the installation of such phone in our Gen. Agent's office was purely a private matter, done without the authority of any one in the Operating Department, and was paid for by himself. He claimed his action was made necessary by reason of the poor service furnished by the other Telephone Company, that his wife was an invalid at the time the instrument was installed. This action on his part was entirely unknown to myself or other officials of the Transportation Department, until after the C. B. & Q. had entered into a 5 year contract for instruments in their offices. When the accusation was first made against us, we denied it in good faith, and stated that the Northwestern road were abiding by the agreement. At the time the agreement was entered into, everyone in the Operating Department and Telegraph Department were fully advised. Nothing was said to the Traffic Department because no telephones are ever installed on our line without the consent of the Transportation Department. As this was a private telephone, our Gen. Agent felt that it was within his province to have the phone on his desk, the same as he would be at liberty to patronize a livery Company. That explains the manner of the installation of this phone, but the entire condition is now changed since the C. B. & Q. have entered into a five year contract, and I therefore think the other lines should be left free to take such action as they see fit. I therefore move that the subscribers to the original agreement be relieved therefrom and left free to take such action in regard to New Telephones in their Peoria offices as they think wise, that this resolution be submitted to letter ballot.

Mr. Page: The Northwestern have stated the facts, and yet they have not told it all. So far as the agreement was

concerned, the installation of the phone was in violation of such agreement. I will ask the Secretary if I am not correct?

Secretary: The technical wording of the agreement makes your statement correct.

Mr. Page: I called Mr. Talbot's attention to the fact of the existence of this agreement and asked him if he knew of it. He said he did not and immediately took the phone out. Later he had it re-installed. Our Mr. Judson was in my office in conversation with a Mr. Rice, of the Telephone Co., when the latter stated that he was installing an instrument in the Northwestern office. Mr. Judson stated that if that were true it was in violation of an existing agreement. I heard no more of the matter until a telegram from Chicago instructed me to put the instruments in our offices.

Mr. Braden: I would like to say further that I know something of the correspondence between our Supt. Telegraph and Mr. Talbot, when the instrument was first installed, in which Mr. Talbot was explaining the necessity for the phone, and the personal character of it, but I was not aware that he received permission to have it re-installed. I will state further, that under the circumstances, I feel that the action of the C. B. & Q. in jumping at an opportunity is what prompted me to make the motion just offered. The other lines must now in justice be permitted to put themselves on a par with the line that has irrevocably tied itself up. While regretting the unfortunate occurrence, I still feel that, in the present situation, it is only consistent on the part of the Northwestern to offer this motion in order that the matter may be considered in proper form.

Mr. Ryder: It is very easy to see how such a mistake could occur when it was for personal use.

Mr. Braden: I don't think any line could have anticipated any such action. We thought we had taken every precaution.

Mr. Ryder: I submit that it would have been eminently

fair for the Burlington or any other line to have given an opportunity for explanation before taking action.

Chairman: I fully agree with you on that point.

Mr. Braden's motion was then put, and carried.

Mr. Braden: In preparing this letter ballot, I should like to request that full statement of the facts accompany the Secretary's letter. He is fully cognizant of the facts, and entirely competent to set them forth in his letter. Personally and for the Northwestern Road, I hope the agreement will remain in force.

#### **Switching Limits for Reclaim Purposes.**

Mr. Niederlander: I move Mr. Smalley be asked to call the Arbitration Committee together so as to get the cases now on hand off the docket.

Seconded and Carried.

#### **Early Closing of Freight Houses.**

Secretary: I wrote the Local Agent's Association as you requested,

1. That all deficiencies found by the Committee on the part of shippers, be taken up by the Agent's Association with the various Merchants' Associations for correction.

2. That the agents decline to receive transfer freight unless each shipment is accompanied by billing covering.

3. That agents have billing, or sufficient copies of same, sent to the freight houses so that all freight can be handled by checking against this billing in a way to preclude the use of the Blind Tally system.

I have replies from the Agent's Association dated the 12th inst., complying with the instructions contained in the three letters above referred to. (Reads same.)

Chairman: I should like to hear from Mr. Niederlander as to what progress has been made, if any.

Mr. Niederlander: The Agents held no meeting until their regular meeting last Friday. There has been quite an improvement so far by agitation.

Chairman: I think we should ask the Local Freight Agents' Association to look into this matter and discuss it, and make report to us in time for our meeting next month.

Mr. Braden: I move you to this effect.

Seconded and Carried.

### **Furnishing Check Clerks For Industries.**

Chairman: I should like to hear from Mr. Page on this subject.

Mr. Page: It is pretty expensive business.

Chairman: How much of it was done in Peoria?

Mr. Page: None of it to my knowledge.

Chairman: What brought up this question?

Secretary: At the request of Mr. Smalley.

Mr. Niederlander: I move that the question go over until Mr. Smalley is present.

Seconded and Carried.

### **Flagmen at Street Crossings.**

Mr. Davis: We had a little trouble on this subject, but do not care to make any statement at the present time.

Chairman: In Ohio the Railroad Commissioner sends an inspector to the crossing to ascertain the number of teams passing and to determine what is necessary. He may order a bell, gates, or flagman.

Mr. Ryder: It is a question of the reasonableness of the requirement.

Mr. Braden: I move the subject be stricken from the docket.

Seconded and Carried.

### **Uniform Inspection of Interchange Cars.**

Mr. Raidy: I move this subject be passed until a report is received from the Master Mechanics as to what they have done thereon.

Seconded and Carried.

### **Are Double-Headers Economical?**

Mr. Braden: It all depends on circumstances and the agreement with the men.

Mr. Raidy: My experience is that it is economical, provided you have small engines instead of large ones. We are able to haul with both engines their full ratings, when one engine would not carry over 75 per cent of its rating. The engineer of one engine shuts off and gets it hot, and then the other likewise, and both are able to hit hard places in first-class shape. I have ridden on the engines and watched the movements on train sheets, and find that we make better time and haul more freight. Our engines are 17 x 24 inch cylinders, 5 foot wheels. When the two are put together we get full summer ratings when the thermometer is 10 to 12 degrees above freezing.

Mr. Braden: Do your men object as an organization?

Mr. Raidy: Not as an organization.

Mr. Braden: On the Northwestern the men complained of the reduced number of employees and the increased personal risk, and this was urged to such an extent as to secure an agreement that double-headers, if used, will not handle

over 30 cars and not more than the published tonnage of one engine. These same objections and agreements will eventually, I think, apply on all roads.

Mr. Raidy: Our experience has been that we save the salary of three persons on every train we run double-header, and we have never had any trouble. I do not favor double-heading when you have large engines. A single engine, when large, will haul all that the draft timbers will stand.

Mr. Ryder: There is a wide range of possibility as to this economical question.

Mr. Davis: We have, during the past winter, run double-headers, but when we go 100 miles east our rail is light, and we have cut the second engine 5 cars back in the train. Our men object to this, and I think justly so.

Mr. Ryder: The physical discomfort is increased.

Mr. Davis: We are double-heading when occasion demands, and feel that it is economical.

Mr. Feeley: Double-headers enhance the danger of accident. You can't handle your business as well. It is even a question whether you can move more freight at less expense in the long run. When you count all the rough handling it may be greater. I don't think it makes any difference in the time. We have double-headers that have a hard time making time, and single headers that make good time.

Chairman: The question narrows itself down to whether the amount save offsets the loss and dissatisfaction otherwise.

Mr. Braden: It may be an economical way to use old power.

Chairman: When using light power and wearing it out, you are creating more expense perhaps than to let 'Joe Josephs' or some other scrap iron man have it in the first place. We only run double-headers to get engines to the shop, or something of that kind.



Mr. Ryder: I move the subject be stricken from the docket.

Seconded and Carried.

**Night Clerks in Freight Offices.**

Mr. Braden: I move the Secretary be requested to ascertain from the Local Agent's Association as to how the instructions issued in regard to this subject are being carried out, and report at the next meeting.

Seconded and Carried.

**Annual and Time Passes for Employees.**

This subject was discussed at some length, and ordered carried over.

**Discipline.**

This subject was discussed at some length, and on motion was continued until Mr. Schilling is present, and that he be requested to express himself thereon.

**Table for Meeting Room.**

This subject was discussed and the motion prevailed that the Association buy a desk, pro-rating the expense.

Adjourned at 11:50 a. m.

M. D. SCHAFF,  
President.

A. J. ELLIOTT,  
Secretary.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, March 9th, 1906.**

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The meeting was called to order at 10:10 a. m., with President Ryder presiding.

The representation was as follows:

B. & O. S-W.....	J. B. Grice.....	Frt. Agent.
	H. G. Kruse.....	Train Master.
	M. A. Bush.....	Div. Agent.
C. B. & Q.....	J. A. Somerville...	Supt. Terminals.
C. & E. I. R. R.....	R. D. Miller .....	Trainmaster.
C. & A. R. R. ....	E. Ryder . ....	Superintendent.
	Wm. Pratt.....	Local Frt. Agent.
C. C. C. & St. L. Ry.....	R. R. Harris .....	Agent.
C. P. & St. L. Ry.....	C. D. Fredericks.....	Car Serv. Agt.
	F. W. Brown.....	Agent.
	L. P. Atwood .....	Supt.

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Illinois Central R. R.....C. L. Ewing.....Supt.  
A. N. Dale.....General Agent.  
R. O. Wells.....Agent.  
L. & N. R. R.....Not Represented.  
M. K. & T. Ry.....E. J. Lampert.....Agent.  
Missouri Pacific .....E. F. Kearney....Supt. Terminals.  
Missouri Pacific Ry. ....T. P. Adams.....Agent.  
M. & O. R. R.....E. W. Moore.....Supt.  
St. L. & S. F. R. R.....B. W. Moore.....Supt. Terminals.  
St. L. & B. E.....Not Represented.  
St. L. & S. W.....W. H. Calvert.....Agent.  
Southern Ry. . . . .Not Represented.  
St. L. K. C. & C.....Not Represented.  
St. L. T. & E.....W. B. Warren .....Superintendent.  
St. L. Transfer Co.....Not represented.  
St. L. Nat'l Stk. Yds....J. H. Hohl.....Supt. Terminals.  
T. St. L. & W.....J. M. Kelley.....Gen. Agent.  
T. R. R. A.....J. J. Coakley .....Superintendent.  
T. R. R. A.....W. T. Aylesbury...Car Accountant.  
T. R. R. A.....A. S. Johnson.....Freight Agent.  
T. R. R. A.....J. J. O'Brien.....Supt. Car. Dept.  
Vandalia . . . . .W. C. Downing ....Superintendent.  
John Fitzpatrick .....Agent.  
Wiggins Ferry Co. ....Geo. Hannauer .....Superintendent.  
L. W. Putnam.....Com. Agent.  
C. J. Snell .....Agent.  
H. E. Watkins .....Agent.  
Wabash .....J. E. Taussig.....Supt. Term's.

Interstate Car Tr. Co... Geo. Hannauer . . . . .Sup  
Central Ass'n, Chas. Waughop..Chf. Int. Inspecto

Chairman: Mr. Secretary, have we a quorum?

Secretary: We have.

Chairman: The Secretary informs me that the minutes of the previous meeting have not as yet been received from the General Secretary, but unless there is some objection they will stand approved.

No objection.

### **Unfinished Business.**

#### **Collection of Grain Doors at Elevators.**

Under the head of Unfinished Business, we have, first, the matter of Collection of Grain Doors at Elevators. This matter was referred back to the Local Freight Agents' Association for information as to which elevators declined to permit their representative to gather the grain doors, taken out of cars, and I have the following report made to Mr. E. J. McDonald, who was Chairman of the Grain Door Committee, which is submitted by the Secretary of the Local Freight Agents' Association as their reply.

St. Louis, Mo., March 5, 1906.

Mr. Jno. Fitzpatrick,  
Agent, Vandalia Line,  
East St. Louis.

Dear Sir: In reference to gathering grain doors at various elevators and mills throughout St. Louis and East St. Louis:

The Advance, also the Belt Elevators, positively refused to allow the representative appointed by the Local Freight Agents' Association to gather the grain doors at their elevators. The Union, Central B. and Mississippi Elevators were

agreeable to allow the representative to gather the doors, but would not allow any of their employes to take grain doors out of the cars and place them at a point where the party could gather them up. While they did not take the stand as taken by the Advance and Belt Elevators, it was plain to be seen that they did not want the railroads to gather up the grain doors. At the Burlington Elevator, the Burlington arranged to have their own man look after the grain doors. Kehlor Mills, at East St. Louis, took the same stand that the Union and Central B. Elevators took.

The party who was to gather up these grain doors spent three or four days at East St. Louis in trying to gather up grain doors, but on account of the distance between the elevators and again on account of the stand taken by the elevators, he could not make enough to pay his expenses.

Yours truly,

(Signed) E. J. McDonald,

Agent.

Chairman: You have heard the report. What is your pleasure in regard to it? From this report it would seem that it is hardly practicable to gather up doors at East St. Louis.

Mr. Fitzpatrick: There is another communication from the Superintendents' Association where they asked us to gather up these doors.

Chairman: Do you know anything about this Mr. Hannauer?

Mr. Hannauer: I do not know what communication he refers to but the Belt Elevator and the Union Elevator, which was recently destroyed by fire, are operated by P. I. Williams, and they want to keep the grain doors that they get.

Secretary reads communication referred to by Mr. Fitzpatrick.

Mr. Ewing: I move that the Secretary correspond with these two elevators in regard to the feasibility of gathering up doors belonging to the railroad companies.

Chairman: Is Mr. Ewing's motion seconded?

Mr. Kearney: I second the motion.

Carried.

**Improvement in Handling of L. C. L. Freight Destined to  
Point in Vicinity of St. Louis.**

The Secretary then read the following letter from Hon. Rolla Wells, Chairman Municipal Bridge & Terminals Commission, relative to the Terminal Railroad Association receiving L. C. L. freight at St. Louis up to 4:00 or 4:30 p. m., load same in station order and deliver it to the east side lines in time to be forwarded on their regular evening trains:

Mayor's Office, St. Louis, February 9, 1906.

Mr. E. Ryder, President,

Central Association of Railroad Officers,

Bloomington, Ill.

Dear Sir: In response to a resolution passed by the Municipal Bridge and Terminals Commission at its meeting on January 31, 1906, as follows:

That Mr. McChesney, President of the Terminal Railroad Association at St. Louis, be requested to arrange for a meeting of the proper representatives of the east side roads with this commission, in order to secure their co-operation in a quicker handling by the east side lines of the St. Louis freight delivered to them over the terminal rails so that the distributor, whether at Crupples Station, Washington Avenue, or anywhere else, can deliver his freight to the Terminal Railway depot and have it loaded in station order for the east side line, and have the east side line undertake to haul the freight on its regular train, provided it contains a suitable minimum.

Mr. McChesney arranged for a meeting of the superintendents and local freight agents of the east side lines, to be held in the Mayor's office, Wednesday, February 7th.

At this meeting the question was asked of the representa-

tives of the railroads present if it were not possible for the railroads to make an arrangement for the territory within a radius of 100 or 150 miles of St. Louis by which the Terminal Railroad Association could receive freight up to four or four-thirty p. m. at its St. Louis stations, i. e. l., and load the same in station order, minimum to be determined and have this freight leave the terminal stations at about five o'clock in the afternoon, delivered to the east side lines and carried out by them on their regular night trains.

After an informal discussion by the representatives present, it was suggested by one of the representatives that this was a matter that would have to be taken up by the Central Association of Railroad Officers and that if the Chairman of this Commission addressed a letter to you as Chairman of the Association, the matter would be taken up at its meeting on Friday, 9th inst., and a committee from your Association would be authorized to formulate a reply to this request.

In accordance with this suggestion I have forwarded to you the resolution and ask that you take it up with your Association, in order that we may receive a reply at your earliest convenience.

Very truly,

(Signed) Rolla Wells,

Chairman Municipal Bridge & Terminals Commission.

This matter was very thoroughly discussed, and the action taken is fully outlined in the following communication, which President Ryder addressed to Mr. Wells as reply to his letter.

Central Association of Railroad Officers,  
St. Louis Division.

St. Louis, Mo., March 10, 1906.

Hon. Rolla Wells,

Chairman Municipal Bridge & Terminals Commission,  
St. Louis, Mo.

Dear Sir: Your communication 9th ult., relative to the Terminal Railroad Association receiving L. C. L. freight at

St. Louis up to four or four-thirty p. m., for points within a radius of one hundred and fifty miles, and delivering it in station order to the east side lines in time to be forwarded on their regular evening trains, was presented to the members of the Central Association at meeting held Friday, 9th inst., at the Jefferson Hotel.

All of the east side lines were represented at this meeting, except two. The matter was very thoroughly discussed, the views of each road as well as those of the Terminal Railroad Association being heard. I am candid in saying that a disposition was shown by everyone to do everything possible to bring about a compliance of the resolution adopted by your Commission on January 31, 1906.

The discussion resolved itself into the unanimous adoption of the following resolution:

**Whereas,** The Municipal Bridge & Terminals Commission has called upon the railroads for their co-operation to bring about a quicker handling of freight, particularly to freight destined to points within a radius of 100 or 150 miles of St. Louis, and

**Whereas,** The Terminal Railroad Association has given assurances that they would receive freight for the east side lines until 4:00 p. m., and would make immediate delivery of the same to these lines,

**Therefore, be it Resolved,** That the east side lines for themselves undertake to make delivery of all such freight the following morning at local points within a radius of one hundred miles, and

**Be it Further Resolved,** That this arrangement be put into effect Monday, March 12, 1906.

We hope that the action taken by our Association will be productive of good results and that it will meet with the entire approval of the Municipal Bridge & Terminals Commission.



All necessary arrangements are being perfected to carry out the above resolution beginning with the 12th inst.

Very respectfully,  
(Signed) E. Ryder,  
President.

The following acknowledgment was received:

Mayor's Office,  
St. Louis, March 14, 1906.

Mr. E. Ryder, President,  
Central Association of Railroad Officers,  
St. Louis.

Dear Sir: In the absence of Mayor Wells, your communication was placed before the Municipal Bridge & Terminals Commission at its meeting held on the 12th inst. I was directed by the Vice-Chairman of this Commission to acknowledge its receipt and to thank the Association for the prompt and satisfactory action taken relative to the quicker handling of east-bound freight originating in St. Louis.

Very respectfully  
(Signed) James G. McConkey,  
Acting Secretary to the Com.

As stated, all the east side lines voted in favor of the resolution contained in the foregoing letter, with the exception of the L. & N. and Southern, who were not represented. The Secretary was instructed to communicate with these two lines and ascertain, as a matter of record, how they vote on this proposition.

**Application of Cotton Belt for Membership in Central Association.**

Secretary: The following letter from the St. Louis &

Southwestern Railway Company, making application for membership in this Association, was read by the Secretary

Tyler, Texas, February 19, 1906.

Mr. J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis Mo.,

Dear Sir: Referring to your letter of February 12th, to W. H. Calvert our agent at Bixby.

This will be formal application to have this Company admitted to membership in the Central Association of Railroad Officers, St. Louis.

I wish you would present this application to the members at the first meeting, and I would appreciate it if you would kindly advise me as soon as practicable action taken on the same. If admitted to membership, E. A. Peck, Superintendent, Pine Bluff, will represent this company.

Yours truly,  
(Signed) W. E. Green,  
General Superintendent.

Chairman: What is your pleasure, gentlemen?

Motion was made by Mr. Kearney and seconded by Mr. Hannauer that the St. Louis & Southwestern Railway be admitted as members of this Association.

Carried unanimously

#### **Report of Committee on Car Interchange Bureau.**

Secretary: This Committee makes the following report:

St. Louis March 8, 1906.

Mr. J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis, Mo.

Dear Sir: The Committee appointed by the President of your Association, under date of January 12, 1906, to confer with a like Committee of Local Freight Agents' Association, held a meeting

in the office of the Chairman, January 23, 1906, with reference to the proposed organization of Car Interchange Bureau.

After considerable discussion, it was finally determined to address a communication to each one of the Superintendents for the purpose of ascertaining whether or not his line was in favor of the proposed organization, and also what the increased cost would be, if any.

The Committee has received replies from all of the lines with the exception of one or two, and the consensus of opinion is, that it is not feasible to organize such a Bureau. The principal objection being the increased cost of organizing and maintaining a Bureau, which would be necessary under the proposed plan.

In a number of the replies received the opinion was expressed that joint clerks at the different connections would be a good plan under the supervision of the respective agents. This, however, is a matter to be worked out by the Superintendents interested. As the Committee believes there is nothing further for them to do with reference to this matter, they respectfully request that they be discharged from further duty.

J. J. Coakley, Chairman.  
C. L. Ewing,  
W. T. Aylesbury,  
B. W. Moore,  
Jno. Fitzgerald,

Committee.

Mr. Kearney: I move that the report be received and approved.

Mr. Downing: Seconded.

Carried.

#### Transportation of Explosives.

Secretary: I have the following letter from Mr. Geo. Han-

nauer, Superintendent of the Wiggins Ferry Company, under date of February 28th:

Mr. J. Rothschild, Secretary,  
St. Louis Division,

Central Association of Railroad Officers.

Dear Sir: The American Railway Association's Committee on Transportation of Explosives has addressed a circular letter to all members asking that the recommendations of the Committee be put into effect at the earliest practicable date.

I am instructed to submit this question to the Central Association of Railroad Officers for attention so far as it affects St. Louis and East St. Louis.

Yours truly,

(Signed) Geo. Hannauer,  
Superintendent.

Mr. Kearney: I move that it be referred to the Transportation Committee.

Mr. Taussig: I second the motion.

Carried.

#### **St. L. T. & E. Cars Damaged by Flood.**

The Secretary read the following communication from Mr. W. B. Warren of the St. L. T. & E. R. R. Co.:

East St. Louis, January 6, 1906.

Executive Committee,  
Interchange Car Inspection,  
St. Louis, Mo.

Gentlemen: I wish to submit to you the following report for your consideration and decision.

Between September 29 and October 15, 1905, we received from the Terminal R. R. and Wiggins Ferry the following St. L. T. & E. cars: 1525, 1166, 1275, 1165, 1226, 1576, 1343, 1375, 1199, 1282, 1557, 1511, 1418, 1485, 1093, 1170, 1169 and 1388, that had been damaged in the floods and were located

on the Missouri Pacific and Frisco R. R. at the time of floods in Missouri during months of September and October.

The cars were turned over to us without being carded for unfair usage and damage done in floods such as paint damage, journal boxes filled with mud and dirt, air cylinders and triples filled with deposits of mud and sediment.

I referred the matter to C. Waughop on September 29th, date of first car received, for M. C. B. defect cards to cover damage. He said he would take the matter up with Missouri Pacific and Frisco Railroads, and on December 6th he advised he had heard nothing from them.

I claim it is his place to give the M. C. B. defect cards. I referred him to Arbitration 680, which covers my claim.

It is now over ninety days since claim was made. Will you please advise why we are not entitled to M. C. B. defect cards on our receipt of cars here at East St. Louis?

Yours truly,

(Signed) W. B. Warren,  
Superintendent.

Secretary: The Executive Committee, who had this matter in hand, at their meeting held January 26th, made the following resolution in this connection:

That this matter be referred to the Central Association, it being the sense of this Committee that where it is shown that damage is due to act of Providence and impossible for the line in charge of the equipment to prevent it, that they should not be held responsible for the damage to such equipment, and that it is the desire of this Committee that the matter be discussed by the members of the Central Association.

Chairman: Any discussions, gentlemen?

Mr. Hannauer: The Master Car Builders' Association decided that lines in whose possession the cars were in should be responsible, but some lines decline to be governed by that ruling.

Mr. Kearney: I want to say personally that I have not

heard of this case before. I want to say further that the decision of the Master Car Builders' Association is not correct. If they made such decision it is not correct legally. The Railroad Company in whose possession the cars are is not liable for damage to cars due to an Act of Providence.

Mr. Waughop: My understanding is that the M. C. B. Arbitration Committee based their decision on the rules of the M. C. B. Association, which makes the line in whose possession the cars are responsible. I based my authority for carding these cars on decision of the Arbitration Committee, as we were living under M. C. B. rules, but the Executive Committee told me to hold the cards until the validity had been made.

Mr. Waughop then read M. C. B. rule 124 and the second paragraph of the preface.

Mr. Moore: These cars were damaged in the St. Louis Glass Company's plant at Valley Park from a cloud burst, which entirely flooded that plant. I myself went personally with an engine and tried to save the cars and it was five days before we could get our engine out of their plant. I assure you we made every effort to get the cars out.

There was considerable more discussion by several of the gentlemen present, after which motion was made by Mr. Hannauer, duly seconded and carried that the report of the Committee be approved and that we follow the precedent set by the General Managers' Association in 1903, which relieves the line in whose possession the cars are of any responsibility due to an Act of Providence.

#### **Report of Executive Committee, Interchange Car Inspection.**

St. Louis, March 6, 1906.

Mr. E. Ryder, President,

St. Louis Division, C. A. R. R. O.,

City.

Dear Sir: The Executive Committee, Interchange Car Inspection, met in private dining room, Union Station, 9:30 a.

m., Tuesday, March 6th, the following members being present: Messrs. E. W. Moore, Chairman, J. J. O'Brien, B. W. Moore, P. J. Hickey and J. E. Mechling. Visitors: Charles Waughop, Chief Inspector, D. T. Taylor, Jno. Stack and C. Setzhorn of the Sub-Committee.

### **Defective Sill Steps and Side Ladders.**

Letter was read from Mr. J. J. O'Brien, Sup't Car Dept., T. R. R. A., calling attention to the rejection of cars by several lines on account of defective sill steps and side or end ladders where the defects in no way conflicted with the Safety Appliance Act.

The Committee after due deliberation, decided to issue the following circular to all Superintendents on this subject, subject to the approval of the Central Association:

All Superintendents:

We desire to call your attention to Rule 10, of the Interchange Car Inspection Agreement which specifies that loaded cars shall not be rejected except for defective safety appliances, etc.

We find that this rule is not being generally lived up to in that several lines are rejecting cars for defective sill steps and defective side or end ladders, where the parts affected in no way conflict with the Safety Appliance Act.

Cars should not be rejected on account of such defects but should be received and repaired by the receiving line, and in so accepting and repairing the cars the receiving line we can safely say, does not in any way lay itself liable for violation of any law.

We appeal to you to take immediate action in this matter to prevent further rejection of cars for the reasons stated.

Chief Inspector was also instructed to thoroughly school

his assistants in the requirements of the Safety Appliance Act, who in turn must school the inspectors of the various lines.

#### **Report of Car Foremen's Association.**

Minutes of meeting of Car Foremen's Ass'n was read and ordered filed.

#### **Construction of New Union Tank Line Cars.**

This subject was raised by Mr. B. W. Moore Sup't Frisco System, who claimed that it was impossible to make a combination of damages on these cars as specified in Rule 11, though the car may be badly damaged otherwise, making it difficult to secure authority for transfer of such cars.

The Committee explained to Mr. Moore, who was present, that combinations of defects could be formed on this class of equipment in accordance with M. C. B. Rules 48, 49 and 50, which would justify transfer of car at expense of party forming the combination.

#### **St. L. T. & E. vs. T. R. R. Ass'n.**

Mr. W. B. Warren, Sup't St. L. T. & E., appealed to the Committee in case of refusal of Chief Inspector to grant defect card against the T. R. R. Ass'n, for one chipped flange 1 in. x 1¼ in. on St. L. T. & E. car No. 1557, Dec. 25, 1905.

The Committee decided that Mr. Waughop's decision in this case was strictly within the province of M. C. B. rules 18 and 20 and that the decision should stand.

Chief Inspector presented a rather insolent letter, which had been addressed to him by a certain Car Foreman in connection with a request for defect card covering certain damages.

The Committee decided to write this Foreman a letter rep-



rimanding him for writing such a letter to the Chief Inspector, and to send a copy of the letter to the Superintendent and to point out at the same time that under Rule 7 of the Local Agreement all parties to these rules have a right to appeal to this Committee, if they believe they are not getting proper treatment at the hands of the Chief Inspector and that there is no occasion for writing him any drastic letters.

The Committee heard report from the Sub-Committee relative to improving Mr. Waughop's methods in handling the joint office, which the Committee investigated thoroughly with him. He was instructed that as Chief Inspector he must give his undivided attention to the interchange inspection business and that it would be expected of him to bring the joint inspection arrangement to a higher degree of efficiency. The Committee believes that the result of this investigation will be fruitful.

#### **Joint Inspection Arrangement Between Lines.**

The Committee is not yet prepared to report on this.

After a general discussion on various other matters pertaining to interchange car inspection the meeting adjourned at 4:30 p. m.

Respectfully submitted,

E. W. MOORE,  
Chairman.

Mr. Kearney: I move the report be approved.

Mr. Taussig: I second the motion.

Carried.

**Report of the Committee Appointed to Confer With the Pac-  
ers Relative to Becoming Parties to the Local Car Inspec-  
tion Agreement.**

Secretary: The Committee appointed to confer with the  
Private Car Lines make the following report:

St. Louis, Mo., March 2, 1906.

Mr. E. Ryder, President,

Central Association of Railroad Officers,  
Bloomington, Ill.

Dear Sir: Your Special Committee, appointed to confer  
with the Private Car Lines with a view to having them be-  
come members of our interchange agreement, met the repre-  
sentatives of the various lines on February 23d.

In addition to the Committee, there was present at this  
meeting, Mr. W. E. Sharp, Superintendent, and Mr. P. D.  
Galarneau, representing Armour Car Lines; Mr. T. R. Buck-  
ham, Assistant General Manager and Mr. A. Osman, General  
Car Accountant, representing Morris & Company; Mr. Mc-  
Dale, Superintendent Car Department, Mr. O. F. Stimson and  
Mr. C. L. Daly, representing Swift & Company; Mr. M. M.  
Vincent, Assistant General Manager, and Mr. R. H. Sheill,  
Traffic Agent, representing St. Louis Dressed Beef & Provision  
Company.

After a thorough discussion and full consideration of all  
the questions at issue, the representatives of the Private Car  
Lines decided that they could not consistently become parties  
to our interchange agreement unless the transportation De-  
partment of their respective companies could see the advan-  
tages which your Committee described and would recommend  
doing so.

Respectfully submitted,  
E. F. Kearney, Chairman.  
Geo. Hannauer,  
Chas. Waughop,  
Committee.

Chairman: I would like to ask Mr. Hannauer if the representatives of the various lines present signified what recommendation they would make to their transportation department.

Mr. Hannauer: They did not signify their willingness to recommend anything and we came to the conclusion that we were wasting time in trying to induce them to join this Association. This question was put to them: Will you accept the decision of the Chief Interchange Inspector or his assistant if we put him there free of charge to you, he living strictly up to the M. C. B. Rules? Morris & Company said they would; Armour & Company said they would not and Swift & Company's man could not be located. So far as Armour and Swift are concerned, they will not accept any arrangement. In other words, they do not want anyone to decide cases for them. Morris & Company are willing to enter into this agreement if the other Private Car Lines are. They, however, do not want to enter into it alone, for which we cannot blame them.

Mr. Kearney: Mr. Hannauer has given you the details of the results of the Committee's efforts. I want to second what he said in regard to Morris & Company. They want to enter into this agreement, but cannot do so unless Armour & Company and Swift & Company join also. Mr. Stimson of Swift & Company in his remarks, stated that before they could become members of this Association they would have to withdraw from the Master Car Builders' Association. We explained to him that there were 24 lines in St. Louis that did not have to withdraw from the Master Car Builders' Association when they joined this Agreement. In other words, they see the value of our organization, but for some particular reason they do not want to become parties to our agreement. Now it is up to us to decide what we want to do. I believe we can ignore the subject entirely and act under M. C. B. rules. It is possibly best for us to let them fight their own battles. They do not want to recognize the switching lines as railroads. They say they do not in Chicago and are not willing

to do so at East St. Louis. As I am not representing any east side line I will leave it to the Association to decide what to do.

Messrs. Hohl, Waughop and O'Brien then made some remarks on this subject after which motion was made by Mr. Hannauer and seconded by Mr. Coakley that the report of the Committee be accepted and the Committee discharged, and the Chief Interchange Inspector be instructed to continue for one month the same as he has been doing, subject thereafter to instructions from the Executive Committee.

Carried.

#### **Interpretation of Old Rule 11.**

##### **New Business.**

Mr. Kelley wanted an interpretation placed on the second paragraph of old rule 11 which refers to reconsigned cars.

These cars were billed in January, 1905, to East St. Louis and at East St. Louis were reconsigned to points in the east. Upon arrival at East St. Louis they were found in bad order and transfer was necessary. The delivering line claims on account of the cars being billed to East St. Louis, they come under this rule and are reconsigned cars.

Mr. Kearney: From the gist of Mr. Kelley's remarks I think the intent of the rule is to place the delivering line responsible if they did not carry the load to billed destination. If for any reason the destination is changed to a point beyond the billed point then that relieves the delivering line of responsibility.

There were some further remarks made on this subject, in line with Mr. Kearney's interpretation, which seemed to satisfy Mr. Kelley's inquiry.

**Interpretation of New Rule 11.**

Mr. Wells asked how under the interpretation placed on rule 11, of the present rules he should proceed to collect for reducing overloaded cars. He said there seemed to be some contention among the agents as to how such expense should be handled.

It was explained in a general way that in case a line received an overloaded car and reduced the load that the cost of doing the work should be added to the way-bill; if they were unable to collect in this manner they would have to bear the expense themselves, that the matter would even itself up. It was deemed best, however, for Mr. Wells to put his question in writing so that the matter could be formally taken up at the next meeting and acted upon.

There being no more business to transact, meeting adjourned at 12:35 p. m.

E. RYDER  
President.

J. ROTHSCILD,  
Secretary.

## KANSAS CITY DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at Coates House,  
Monday, March 12th, 1906.**

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The meeting was called to order by the President, Mr. J. P. Cummings, with the following representation:

**A. T. & S. F. Ry. ....H. W. Sharp.....Superintendent.**  
**C. & A. Ry.....Not represented.**  
**C. B. & Q. Ry.....J. P. Cummings...Supt. Terminals.**  
**C. G. W. Ry.....J. H. Lyman.....General Agent.**  
**C. M. & St. P. Ry.....J. F. Richards....Supt. Terminals.**  
**C. R. I. & P. Ry.....G. W. Rourke.....Supt.**  
**K. C. Southern Ry.....F. S. Rawlins.....Supt. Trans.**  
**Mo. Pacific Ry.....R. P. Isitt.....Agent.**  
**M. K. & T. Ry.....Not represented.**  
**St. L. & S. F. R. R.....J. E. Hutchison....Supt. Terminals.**  
**Union Pacific R. R. ....Not represented.**  
**Wabash R. R.....Richard Doyle .....Supt.**  
**K. C. Belt Ry.....Not Represented**  
**L. K. & W. Ry.....Not Represented.**

K. C. N. W. R. R.....R. P. Isitt.....Agent.  
Q. O. & K. C. Ry.....W. H. McHattie..Car Service Agent.  
St. J. & G. I. Ry.....Not represented.

Visitor, F. W. Trapnell, Chief Interchange Inspector.

President: As the minutes of the February meeting were just received by the Secretary today and have not been distributed we will postpone approval until the next meeting.

#### **Unfinished Business.**

##### **Checking Outbound Shipments.**

Secretary: This question was up at the last meeting and a vote was taken of the lines present, all of whom stated that they were not furnishing check clerks to check outbound shipments except on their own team tracks, the A. T. & S. F. Ry., C. B. & Q. and K. C. Southern making the reservation that they were also checking on K. C. Belt and K. C. Southern public team tracks when requested.

The five lines not represented were the C. G. W., C. R. I. & P., Mo. Pac., Wabash and M. K. & T., and as instructed I wrote these lines asking what they were doing with regard to observance of Resolution 27. I have received replies from four of these lines who state that they are not furnishing check clerks except on team tracks including the team tracks of the K. C. Belt and K. C. Southern. I have not heard from the M. K. & T.

Mr. Hutchison: The Secretary speaks of several roads checking on the Belt lines. I believe it was generally understood at the last meeting that all roads would check on team tracks of these two lines

President: For the information of Mr. Hutchison I will say that at the last meeting the Secretary called the roll on the question as to whether or not they were enforcing reso-

lution 27. All answered yes, three lines making the resolution mentioned by the Secretary.

Mr. Hutchison: It is my understanding that all lines would check on the Belt lines.

President: The Secretary will take the matter up further with the M. K. & T. and the matter will be held open until the next meeting.

### **Railway Apprentices' School.**

Secretary: The matter of inviting Mr. F. C. Runkle to read a paper before the Association on the subject of better education of railroad men was up at the last meeting, and as instructed, I communicated with Mr. Runkle through Supt. Corbett of the C. & A. Ry., extending him an invitation to appear before the Association. Mr. Runkle writes to Mr. Corbett under date of March 3d stating that he will be glad to read a paper before the Association at our meeting April 9th. I will call attention to this in the notice of the April meeting.

### **Switching Charge on Cars Reset to Finish Loading.**

Secretary: Several months ago a resolution was adopted fixing a switching charge of \$3.00 per car on cars set to a second location to finish loading. The matter was referred to the Local Freight Agents' Association to issue a notice to the public. I am advised by the Secretary of that Association that the following notice was issued on January 29th signed by Agents of all roads:

To all Concerned: This is to give notice that commencing with February 20th, a charge of \$3.00 per car will be made on all cars loaded or partially loaded at industries on our respective tracks and afterwards switched to any track of the switching line or forwarding line to finish or change the loading.



President: This report will complete the record on this subject.

**Erroneous Delivery of Car 23427 Mo. Pac. and 89037 Q.**

Secretary: I have the following letter from Supt. Terminals Cummings of the C. B. & Q.:

Again returning papers in regard to erroneous delivery of 23427 Mo. Pac., and 89037 C. B. & Q. by Mo. Pac. to C. B. & Q. Nov. 30th, and referring to your letter of Feb. 22d., I request that the matter be submitted to the Association once more to decide as to whether or not the Mo. Pac. Ry. were in error in setting these two cars back to us.

I do not care for the decision or even the opinion of the Association in regard to the \$6.00 involved, as that is a matter that Mr. Carnes and myself will settle without any quarrel.

We are both anxious for a decision from the Association as to whether the cars were set back in error or not, and I hope that the Association will see fit to give us this decision at next meeting.

A member: I move that it is the sense of the Association that these two cars were delivered the C. B. & Q. Ry. in error.

Mr. Hutchison: I will second the motion in order to get the matter before the house.

(The Secretary read the file of correspondence which showed that the C. B. & Q. had delivered to the Mo. Pac. these two cars with a twin load of bridge iron, and that the Mo. Pac. set the cars back to be chained up.)

Secretary: This question was discussed at meeting Feb. 12th but the Association declined to take any action in the matter.

President: The motion is on the question, that it is the sense of the Association that the Mo. Pac. returned these cars

to the C. B. & Q. in error. All in favor of the motion signify by saying aye, contrary, no.

Carried.

### **New Business.**

#### **Sacking Grain in Railroad Yards.**

Correspondence was read from Mr. Hutchison of the St. L. & S. F., in which it was claimed that the K. C. Southern, Mo. Pac., and A. T. & S. F. R. R., were setting aside tracks in their yards known as "sacking tracks" on which they were setting cars and permitting shippers to sack them.

President: What shall we do with Mr. Hutchison's communication in regard to sacking grain in railroad yards? We have a resolution on that subject, No. 31, which reads as follows:

That the sacking of grain in railroad yards will not be permitted. Adopted Feb. 12th, 1902.

A Member: Was not that resolution adopted with the idea that sacking should be done on an outside track in the yard in order that the workmen might not be injured?

Secretary: My recollection is that the time this matter was discussed in 1902 most of the roads were permitting the sacking of grain on tracks set aside in their working yards to which cars were switched. The purpose of the resolution was to do away with sacking in the railroad yards and force the cars to an elevator or industry track having a platform.

Mr. Isitt: The Secretary is correct. The object of the rule was to do away with the sacking tracks that were being used in the different yards. I will say in regard to Mr. Hutchison's complaint, that so far as the Mo. Pac. is concerned, he is entirely mistaken. We are not permitting the sacking of grain in our yards. The Dixie Elevator is no doubt sacking grain on its yard tracks, but it is expected to do such work as that. I remember seeing but one car sacked

in the Mo. Pac. yards in a long time. I happened to see several men in a car sacking the grain, but they were not running anything out or "decorating" the car. I immediately tried to find out whether this sacking was authorized, but no one appeared to know anything about it. Of course, shippers will occasionally order a car to us for shipment, catch it in the yard and sack it, but it is not done with our knowledge and would not be permitted if we knew it.

Mr. Sharp: We formerly had a couple of tracks in use in our Kansas City yard, but after this rule went into effect we had the sacking turned over to the elevators at Argentine. Mr. McNulty is doing some sacking on the elevator tracks.

Mr. Isitt: I believe that McNulty did, some months ago, rent some ground near Dearings and put up a platform, but this is an industry track and in line with the resolution.

Mr. Hutchison: Something over a year ago a sacker by the name of Elliot came to me and demanded a track in our yard for sacking purposes. I told him I could not accommodate him. He made a very insistent demand and said he would take it up in such a way that we would have to give him the track. He told me he had this privilege on every road but the St. L. & S. F., and also said that McNulty had sacking arrangements in a number of different yards and offered positive proof of it. I considered the matter, but told him that we would not grant permission to use any of the tracks in our yard for this purpose. I have also had McNulty approach me on the same subject, and each time he has told me of shipments that would have gone to the St. L. & S. F. R. R., if he could have sacked the grain in our yard. Now, if we are compelled to furnish tracks every road in town will have to do the same thing, and I do not approve of it. The K. C. So. have been permitting this for a year or more, and I think they ought to stop it. I believe Mr. Isitt's statement is correct. McNulty came over on our line and rented a warehouse of one car capacity and undertook to force me to set cars for him. I have set several cars there for him to sack, but have charged \$3.00 switching on each car.

Mr. Isitt: McNulty pays us switching the same as any other industry.

President: This correspondence from Mr. Hutchison also states that McNulty has a portable elevator on a box car in the K. C. So. yards and that this elevator is being moved to different tracks and used to sack cars.

Mr. Rawlins: I was not aware that this portable elevator was in our yard. I know that McNulty came to us sometime ago and wanted to enter into a contract to transfer our grain, but we can make more satisfactory arrangements at the elevators on our line. If the K. C. So. is furnishing sacking tracks I will look into it. We do not want to force the other roads to set aside tracks for sacking purposes.

President: I think the sacking business should be done in line with the resolution of 1902. There is no question but what grain going to Texas has to be sacked, but I see no reason why these people would not rent warehouses with tracks. I presume we had better let this matter lay over until Mr. Rawlins can investigate it. I think, Mr. Secretary, you had better let Mr. Rawlins take these papers. He will probably be able to report on the matter at the next meeting.

#### **Grain Doors in Through Billed Cars.**

Mr. Doyle: I have a set of rules adopted by the General Superintendents at Chicago, and while I do not like to mention the subject, it is on the grain door proposition. It seems to me that these rules are good or they would not have been adopted at Chicago.

As I understand it, these rules cover all grain loaded at Chicago for points in Central Freight and Trunk Line Association territory, which includes everything east of the Mississippi River. The object of the rules is to re-imburse the railroad that furnishes the grain doors. In other words, to pro-rate the expense. This has nothing to do with our local subject. I will ask that the Secretary read these rules and

furnish a copy to each member, requesting them to come to the next meeting prepared to discuss the matter.

The Secretary read the rules as follows, same being a circular issued by J. F. Tucker, Chairman of the Chicago Freight Committee under date of January 23, 1905.

Interested roads individually advise that effective Jan. 28, 1905, the following rules will govern the charge and settlement of expense for doors furnished cars containing grain, feed, potatoes, apples and other similar freight in bulk from Chicago to points in Central Freight and Trunk Line Association territories.

1. Where cars are loaded with grain or feed in bulk and it is found that the necessary grain doors are missing, the initial road will provide as many doors as may be required for the safe transportation of the property and charge at the rate of 40c. per door, which account is to be pro-rated over such roads as availed themselves of the use of car, for which such grain doors were furnished, and settlement by voucher or by deduction of the expense on the way-bills as individual roads or their connections may mutually agree upon.

2. As it sometimes requires as many as four doors to properly protect shipments of oats or feed, it will be allowable to charge for as many doors as were actually furnished, but not to exceed four doors to any one car—no charge to be made for end doors.

3. In all cases a certificate specifying the number of grain doors furnished each car must be handed the agent at the loading station, and a notation shall be made on each way-bill for cars loaded with commodities with which it is permissible to furnish grain doors, showing the number of grain doors actually supplied, in order to enable bills presented to be checked and to facilitate the adjustment of claims.

4. A certificate from the agent at the loading station must also be attached to voucher specifying initial and number of car, contents and destination and number of new doors furnished.

5. The expense of grain doors furnished for cars contain-

ing grain to be milled in transit will be pro-rated over such roads as avail themselves up to the milling point of the use of the car for which such grain doors are furnished.

6. As extra doors for cars loaded with certain classes of grain are provided by the initial road and paid for by the roads carrying the traffic on a pro-rate basis, in equity, doors should be provided and paid for on the same basis when they are absolutely necessary in the loading of all carload freight in bulk. For instance, potatoes and apples.

7. The Central Freight Association roads will not join in any expense incurred on account of grain doors furnished west of the junctions of Central Freight Association and Western roads.

Mr. Sharp: That is a pretty big proposition. There is an agreement already in effect between all lines that is practically the same thing, but it is a hard matter to carry it out. There is practically no grain billed through Kansas City. It is all stopped here for reconsignment and is ordered to a connecting line without the initial road knowing the final destination. Besides, it is practically all handled through elevators, and there we have our local grain door proposition to deal with.

President: If there is no objection, the Secretary will send a copy of these rules to each member and all can come to the next meeting prepared to discuss it.

#### **Members Giving Notice That They Will Not Observe Certain Resolutions.**

Mr. Richards: I offer the following resolution: That the Secretary be instructed to insert in the minutes of each meeting the names or initials of lines who have issued notice that they will not be bound by or observe a particular rule or resolution of this Association, giving number of rule or resolution in question.

Mr. Sharp: I second the resolution.

Mr. Richards: My object in introducing this resolution is that the members may be informed as to what notices have been issued by the various roads. As it is now, a new member is in the dark as to what any road may be doing with respect to a particular rule.

President: I would suggest that as there have been a number of amendments to our Book of Rules that it would be a good idea to have it revised up to date. Possibly we could modify some of the rules that are not satisfactory and get up a set of rules that all roads will agree to.

Secretary: It might be well to make our rules the same as the Traffic Association's. They must be unanimous and if one road withdraws from a rule it is knocked out for all roads.

Mr. Sharp: I do not think that would be a good plan. If one road is situated so that they cannot observe a certain rule it is all right for the others to go ahead under it, if they can. For instance, the K. C. Belt is not a party to the per diem rules, yet all the other roads are.

Mr. Isitt: There is this to be said on that point. We have rules that are now observed by all lines that would not have been in existence if they had had to be unanimous at first. That is particularly true of the rule about check clerks at packing houses. Some of the roads held out for months, but finally came in.

President: Are there any further remarks on Mr. Richard's resolution?

Mr. Sharp: Is it a good thing to put this information in the minutes? It is liable to cause unfavorable comment from some of our officials. If we could have that information read at every meeting or furnished by the Secretary to each of the Superintendents at regular intervals, I think it would be a good thing.

Resolution carried.

### **Delayed Delivery of Packing House Products.**

Mr. Sharp: On the matter of delivery of packing house products, that is, switch business from the packing houses to the forwarding lines, we have had a great many delays. Investigation of these delays shows a variety of reasons, such as transfers being blocked getting through Union Depot, packing houses short of cars to load until late in the day, etc. I believe all the packing companies have some fairly regular time to pull, but there is hardly a day that we do not have to hold two or three of our freight trains for packing house business.

We have had the matter up with the packers and in this correspondence, Swift & Co., Nelson Morris & Co. and the National Packing Co., say they are willing to meet the interested roads in Kansas City and go over the situation.

Now, the switching lines are no doubt doing the best they can, and we know they cannot help the Union Depot delays, but it occurred to me that if we had this meeting between the railroads and the packers and thoroughly discussed the question from all sides it might do some good.

Mr. Hutchison: We have had some trouble with packing house product from the S. & S. Packing Co., delivered to us by the K. C. So. We have told them that it must be on the connection at 5:30, but they rarely get it there at that time. Sometimes the cars will get to connection just after our engine has left and then our train will get out 5 minutes late on account of some other delay, and the packers cannot understand why we did not get the meat on the train. We are simply standing pat on the proposition that our trains shall go one time unless we fall down ourselves, in which case we wait, but we do not wait for cars from connecting line.

President: I think we have everything to gain and nothing to lose by having this conference. I find that the packers are more willing to meet the railroads in these matters since the control of the Kansas City houses has gone to Chicago.



I believe, however, that before we have this conference, the railroads themselves should get together and arrange a schedule, so that when the packers come here we can tell them exactly what we want.

Mr. Rourke: Our experience has been that the delays are not with the packers but with the conditions getting through Union Depot. We deliver part of the packing house product out of Swift's.

President: We are not holding our fast trains for meat. If the cars are not received in time they go on the next train.

Mr. Sharp: Mr. Chairman, I move that we invite the packers to meet with us two weeks from tomorrow.

Motion seconded.

President: It is moved and seconded that we invite the packers to attend a special meeting of the Association, Tuesday, March 27, in order to discuss the matter of delivery of meat at Kansas City with a view to having a uniform closing hour for the noon and evening trains. All in favor of the motion say aye. Contrary, No.

Carried.

### **Interchange Inspection.**

### **Interpretation of Article 8.**

Secretary: I have a report from committee as follows:

Your committee has following report to submit regarding controversy between the C. M. & St. P. and St. L. & S. F. R. R., regarding application of Article 8, Interchange Inspection Rule, so far as it relates to Reclaim of Per Diem. The case in question involves movement of C. M. & St. P. car 45630 under load from a point on the Frisco to a point on the C. M. & St. P. Car was in bad order when delivered to C. M. & St.

P., and transfer of contents necessary, cost of transfer charged to delivering line. It is the judgment of your committee that the C. M. & St. P. should not reclaim Per Diem on its own cars. It is believed that Article 8, Interchange Inspection Rules, was intended so far as it relates to Per Diem reclaim, to reimburse a line paying per diem while transferring bad order cars.

J. H. Lyman,  
R. P. Isitt,  
G. W. Rourke,  
Committee.

President: What shall we do with the report of the Committee?

Mr. Rawlins: I would like to hear from the Committee as to how they arrive at that conclusion. It seems to me entirely at variance with the per diem rules and practice.

Mr. Lyman: Mr. Chairman, the Committee was unable to find anything in the American Association Rules that would warrant reclaim of per diem except under Rule 5, which involves switch cars. The car in question was a road shipment. After going into the matter it was the judgment of the committee that a reclaim of per diem on a shipment of that kind was not warranted and was not intended. We were unable to go back far enough to get the views of those who were interested in placing Article 8 in its present form in the Association Rules, but it was our opinion that the three days' reclaim mentioned in Article 8 was intended to reimburse receiving line for cars other than its own, where it would be out money.

Mr. Sharp: Would you take the same view in case of an embargo where you are holding up your own cars for another line for two or three weeks?

Mr. Lyman: In case of an embargo we would be governed by the American Railway Association per diem rules.

Mr. Sharp: But you would be entitled to reclaim on your own cars that you held. In the case in question the owner of the car is without the use of that car until it transfers the load and puts the car in good order.

Mr. Rawlins: The only case I know of in which reclaim is not allowed on your own car is where a switching movement is involved. It seems to me that it is as much in line for the road to collect the per diem as it is to collect the transfer charge.

Mr. Sharp: There is another way of putting it. If the rule did not require the receiving line to take the car the delivering line would have to repair it in their own yard and be out the per diem.

President: In order to bring the matter to a focus it will be in order for some member to offer a resolution to adopt or reject the Committee's report.

Mr. Sharp: I move that the report of the Committee be rejected.

Motion seconded.

Mr. Hutchison: I think if that resolution was adopted it would have the effect of amending the rules, and vote would have to go over until the next meeting.

President: Chair rules that this would not be an amendment, but simply an interpretation of the Rule.

Mr. Hutchison: We have not been paying per diem to other lines on their own cars and have not made reclaim against the other lines on our cars, and I think it is the general understanding under Article 8. Under the motion just made you are reversing the common understanding of the rule, and is in effect an amendment. I would not be governed by the action of the Association if the Chairman is going to make arbitrary rulings.

President: If you think, Mr. Hutchison, that the Chairman has made an arbitrary ruling you have the privilege of appealing to the house. The reason I rule that you are

wrong is that while our by-laws provide that in order to amend a rule the matter must be brought up at one meeting and voted on at a subsequent meeting, we have a perfect right at any meeting to decide upon an interpretation of a rule. The interpretation of a rule and an amendment are entirely different matters. As to your statement that it has been the common understanding that a line should not reclaim on its own cars, I will say that the C. B. & Q. Ry. has reclaimed on its own cars and has allowed such reclaim to other lines.

Mr. Hutchison: This is the first I have heard of this case, and I do not feel authorized to vote on it until I have had an opportunity to take the matter up with Mr. Ashley, our Supt. Car Service.

Mr. Richards: If I understand this matter right it was before the Association at the January meeting and was referred to a committee for investigation and report. I think Mr. Hutchison was out of the room attending a telephone call at the time.

Mr. Hutchison: I know that I was not present when the matter was discussed. I would like to have an opportunity of taking the matter up with Mr. Ashley.

President: It seems to me that the local per diem rules should be left in the hands of local officials, and I believe Mr. Ashley, of the St. L. & S. F., would be willing to approve the action of his local official in this matter.

Mr. Rawlins: I move that the resolution on the rejection of the committee's report be submitted to letter ballot.

Motion seconded and carried.

#### **Schedule of Charges for Transferring Bad Order Cars.**

Mr. Hutchison: The Committee on the question of a uniform charge for transferring non-transferable freight ~~when~~ cars are in bad order has gotten together a lot of informatior

but has been unable to perfect a schedule. I am the only original member of the Committee, the recently appointed members being Mr. Donovan, Chairman, and Mr. Rourke. I would like to offer motion that the Association refer this matter to Local Freight Agents' Association with request that they make up a schedule and submit it.

(Motion not seconded.)

Mr. Sharp: I move that the partial report of the Committee be accepted and the Committee instructed to complete its labors.

Motion seconded and carried.

#### **Cars not Equipped With Retaining Valves and Pipes.**

Secretary: As instructed at the last meeting I wrote the Union Pac. and M. K. & T., calling their attention to the fact that they were the only roads not accepting cars not equipped with Retaining Valves and Pipes, and requesting that they get in line.

I have received reply from the Union Pac. to the effect that they are not refusing to accept such cars, but are accepting them and making repairs.

I have not heard from the M. K. & T., but I understand their Interchange at Kansas City is handled by St. L. & S. F., in conformity with the rules.

President: This disposes of the matter, and the only thing now to do is for the Chief Inspector to report each individual case of cars being set back for these defects, so that they can be taken up with the line at fault.

#### **Report of Standing Committee on Interchange Inspection.**

Secretary: Following is report of meeting of Standing Committee on Interchange Inspection held March 6th:

**Present:**

J. F. Richard.....Supt. Terminals..C. M. & St. P. Ry.  
 J. P. Cummings .....Supt. Terminals.....C. B. & Q. Ry.  
 Jno. Forster . . . . .D. M. M.....St. L. & S. F. Ry.  
 H. N. Calderwood .....G. F. C. D.....A. T. & S. F. Ry.  
 F. W. Trapnell .....Chief Interchange Inspector.

Minutes of last meeting approved.

Chief Inspector Trapnell's monthly letter read and acted upon by topics as follows:

**Transfer Orders.**

Mr. Trapnell's recommendation that partial transfer orders on cars requiring adjusting of improper load or reducing of overload be not allowed, but that receiving road remedy the defect at its expense, was discussed. Resolution adopted that in such cases a straight transfer order be issued instead of a partial transfer order.

**Cars Set Back Account Old Air Date.**

Relative to Union Pac. setting back cars for old air date, which is not a penalty defect, it was recommended to the Association that the attention of the Union Pacific be called to this violation of the interchange rules.

**Monthly Report of Business Handled.**

Statement of business for February read as follows:

	Feb. 1906.	Feb. 1905.	Increase Decrease.	Jan 1906.	Increase or Decrease.
Cars received.....	66699	52047	Inc. 14652	66245	Inc. 454
Defect cards issued .....	909	1050	Dec. 141	926	Dec. 17
Defect cards cancelled .....	22	43	Dec. 21	28	Dec. 6
Transfer orders issued .....	98	149	Dec. 51	87	Inc. 11
Pieces of correspondence han'd	816	515	Inc. 301	945	Dec. 129

**Appeal by C. R. I. & P. From Chief Inspector's Decision.**

Appeal of C. R. I. & P. from Chief Interchange Inspector's decision in case of C. C. C. & St. L. car 15079, set back to that line by the A. T. & S. F., was heard. The Rock Island was represented by Mr. Geo. McDonald and the Santa Fe by Mr. P. Kennedy. After hearing the evidence and discussing the matter, the Committee ordered the question referred back to the Rock Island and Santa Fe for further investigation.

**Committee Members Not Attending Meetings.**

**Resolved,** That any road, member of the Standing Committee, failing to be represented for two consecutive meetings of the Committee, or furnish satisfactory excuse, be dropped from the Committee and the vacancy filled.

There being no further business, the meeting adjourned.

J. F. Richards,  
Chairman.

B. H. Garrigues,  
Secretary.

President: What shall we do with report of Standing Committee?

Mr. Sharp: I move that the report be approved and adopted.

Mr. Hutchison: Before the question is put, I would like the Secretary to explain that part of the report referring to transfer orders.

Secretary: Mr. Trapnell's recommendation was that issuance of partial transfer orders on cars requiring adjusting of improper load or reducing of overload be discontinued, and that the receiving road be required to remedy the defect at its own expense. The Committee recommends that instead of Mr. Trapnell's suggestion the issuance of partial transfer orders be discontinued, but that a full transfer order be is-

sued, leaving it optional with the receiving line to adjust or transfer the load at the expense of the delivering line.

• Motion seconded and carried.

J. P. CUMMINGS,  
President.

B. H. GARRIGUES,  
Secretary.



## LOUISVILLE DIVISION.

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**Proceedings of Regular Monthly Meeting of the Central Association of Railroad Officers, Louisville Division, held at the Office of the Secretary, 702 Columbia Building, Louisville, Ky., March 12th, 1906.**

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**The roll call showed the following representation:**

**B. & O. S-W.....J. C. Hagerty .....Supt.**  
**C. & O. Ry.....W. S. Moore.....Supt. Terminals.**  
**C. C. C. & St. L.....W. S. Moore.....Supt. Terminals.**  
**C. I. & L.....Not represented.**  
**I. C. R. R. ....Not represented.**  
**K. & I. B. & R. R. Co....T. H. Hayden.....T. M.**  
**L. H. & St. L.....Not represented**  
**L. & N. R. R.....C. J. Klein .....Supt. Ter.**  
**P. C. C. & St. L. Ry.....B. W. Taylor .....Supt.**  
**Southern Railway .....B. C. Milner .....Supt.**

The minutes of the last meeting were approved as printed.

### **Subject for Discussion at Annual Meeting.**

The Secretary read a communication from Mr. Akers, stating that as he had resigned his membership in this As-

sociation, he would be unable to fulfill the duty delegated to him at the meeting of January 8, of preparing a paper for the next annual meeting.

Chairman: Unless there is objection, the Chair will direct the Secretary to advise Mr. Akers that he is relieved of this duty, and will refer this communication to the Executive Committee, with the request that they name some one to perform this duty for the Association.

Mr. Hagerty: That is agreeable.

Chairman: It is so ordered.

#### **Transfer of Cars at Junction Points.**

There being no report from the Transportation Committee they were granted further time.

Mr. Hagerty called the attention of members to the rule adopted at Cincinnati which can be found on pages 124-125, February Proceedings stating that he would like to see the same rule adopted in this terminal. Mr. Milner promised to report at the next meeting, and in the meantime members were asked to consider the rules adopted at Cincinnati.

#### **Storage Rules at Louisville.**

There being no report from Mr. Egan, this subject was continued on the docket.

#### **Election of Mr. Moore as a Member of Executive Committee**

Mr. Hagerty: I move the rules be suspended, and the Secretary directed to cast the requisite number votes to elect Mr. Moore a member of the Executive Committee to succeed his predecessor Mr. M. L. Akers.

There being no objections, it was so ordered.

### **Weighing of Hay and Grain in Louisville.**

Mr. Hagerty: About three months ago, the Chamber of Commerce in Cincinnati made a proposition to the railroad officials that they change the rules respecting the weighing of hay and grain—in fact, they had no rules to amount to anything—and that they appoint a chief weigh-master, and he in turn to appoint his deputies, to weigh all hay and grain that arrives in Cincinnati, and the different roads to make their billing, accepting in-turn weights on all hay and grain arriving at Cincinnati. The matter was discussed pro and con in Committees and in conference with Committees from the Chamber of Commerce, and sets of rules were gotten up, which were accepted by the railroad officials, and a chief weigh-master was appointed by the Chamber of Commerce, and he in turn appointed his deputies, who were located at the different elevators. They weigh all hay and grain that arrives in Cincinnati and certify to the weights. These weighers are to be changed every week from one elevator to another. A copy of the weights are turned over to the agent of the railroad company over which cars arrive and the elevator weights are accepted. In regard to cars that arrive for brokers, they are weighed on wagon scales. Different railroads agreed on certain wagon scales in the different yards—for instance, the B. & O., C. H. & D. and C. C. C. & St. L., have a scale at Brighton, on which all cars are weighed that arrive there; the B. & O. and Big Four at Plum St.; the B. & O. and C. C. C. & St. L. at Wood St.; the C. N. O. & T. P. have wagon scales in their yards. The different roads pay their proportion of the salary of the weigher at the wagon scales, the weigher being appointed by the chief weigh-master, and all weights are turned over to the chief weigh-master of the Chamber of Commerce, and he certifies to same and turns them over to agent to make collection. I would like for members of the Association here in Louisville to consider this proposition to put the same system in effect at Louisville. I understand it is perfectly agreeable to the traffic officials, and I am

satisfied the railroads are now getting the worst of it in this terminal. I would like for you gentlemen to consider the proposition between now and next meeting, and see what you think of the proposition of having a committee meet a committee from the Chamber of Commerce and see if we cannot formulate the same system here as at Cincinnati. I understand they have a system here where the elevators employ the weigher themselves, although he is considered a deputy weigher of the Chamber of Commerce, but he is under the influence of the elevator and it does not amount to very much. Our expense of weighers' salaries at Cincinnati amounts to about \$45 per month, and I am satisfied we have saved thousands of dollars. There were two sets of rules gotten out, one for the shippers and one for the railroads; I shall send each of you gentlemen a copy.

After discussion, in which it seemed to be the opinion of some of the members that this matter of weighing hay and grain was being properly looked after by the Southern Weighing and Inspection Bureau in this terminal the Chairman referred the subject to the Executive Committee, with the request that they investigate the present practice with reference to the weighing of hay and grain coming into this terminal and passing through this terminal, and report to this Association with recommendations, if any, for a change in the established practice, and with the further request that in consideration of the general subject, they consider the recent action of the Cincinnati Division of this Association and the rules that are in effect at that point.

Adjourned 2:45 p. m.

B. W. TAYLOR  
President.

J. C. LOOMIS,  
Secretary.

## DETROIT DIVISION.

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Minutes of Monthly Meeting, March 9th, 1906.

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Present:

**W**abash Ry. .... J. J. Lee..... Agent representing  
G. M. Burns..... Supt.  
**W**abash R. R. .... D. I. Forsyth..... Act. Supt. Trans.  
**M.** C. R. R..... D. S. Sutherland..... President.  
**M.** C. R. R..... C. H. Bieber ..... Genl. Car Agent.  
**L.** S. & M. S. R. R..... T. W. Niles ..... Supt.  
**L.** S. & M. S. R. R..... H. J. Merrick..... S. F. T.  
**G.** T. R. R. .... W. H. Rosevear..... Car Acct.  
**P.** M. R. R. .... J. P. Atkins..... C. S. A.  
J. S. Pyeatt ..... Supt.

In the absence of the President, Mr. D. S. Sutherland was  
**cho**sen to preside.

Meeting called to order by the President pro tem., Mr. D.  
**S.** Sutherland.

Reading of minutes of previous meeting dispensed with.

Weighing of cars on private scales at Detroit.

The Manager read a letter from Mr. C. J. Hupp, Chair-  
man, Michigan Freight Committee, in which he stated that Mr.

Paul Rainer would assume collection of the weighing charges on and after March 10th. Communication placed on file.

**Topic for Discussion at Annual Meeting.**

The Manager stated that he had referred this matter to the G. T. R. but had not as yet heard from them.

Reducing the time limit on free storage on less than car load freight in warehouses.

The Manager read a letter from the Chairman of the Michigan Freight Committee, Mr. C. J. Hupp, in which he states that the Committee did not deem it advisable at this time to make any change in the storage rules.

It was moved and supported that a Committee consisting of three members of the Detroit Division be appointed with view of going into this matter thoroughly, to see what effect it would have in the warehouses if the time was reduced from five days to two days.

Committee appointed:

L. S. & M. S. R. R., Wabash Ry., P. M. R. R.

Communication was read from the Chairman of the Arbitration Committee: Per Diem Rules Detroit, relative to the interpretation of Rule No. 7. The interpretation as rendered by the Chairman of the Arbitration Committee, Mr. D. I. Forsyth, is as follows:

The Arbitration Committee having considered the question of correct interpretation of Rule No. 7 of the Code of Switching Reclaim Rules, adopted for the Detroit Division, effective July 1, 1905, as per request of meeting Detroit Division, Oct. 13, 1905, beg to report their unanimous decision as follows:

That reclaim is only collectible on cars received from connections where loads require adjusting, or where loads must be transferred to another car, the

receiving line is entitled to three days reclaim on such cars.

It was moved and supported that the report be accepted.

Adjourned.

D. S. SUTHERLAND,  
President, Pro Tem.

## DENVER DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Denver Division, Central Association of Railroad Officers, held in Room 19, Union Depot, Denver, Colorado, Friday, March 9th, 1906.**

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The meeting was called to order at 2 p. m., with President Carson presiding.

The representation was as follows:

A. T. & S. F. Ry. ....	C. H. Bristol.....	Superintendent.
Colorado Mid. Ry.....	J. C. Viving.....	Gen. Supt.
C. B. & Q. Ry.....	C. L. Eaton .....	Superintendent.
C. B. & Q. Ry.....	C. F. Seymour.....	Trainmaster.
C. R. I. & P. Ry.....	A. T. Abbott.....	Superintendent.
C. R. I. & P. Ry.....	J. W. Usher.....	Trainmaster.
Colorado & Southern Ry.	C. E. Carson.....	Supt.
Colorado & Southern Ry.	B. M. Loser.....	Trainmaster.
Colorado & Wyoming Ry.	Not represented.	
D. N.-W. & P. Ry.....	M. H. Dickson.....	Trainmaster.
D. & R. G. R. R.....	Not represented.	
U. P. R. R.....	J. H. Brinkerhoff.....	Asst. Supt.



**U. P. R. R.**.....**W. C. McKeown**.....**Trainmaster.**

**U. P. R. R.**.....**S. R. Toucey**.....**Trainmaster.**

Visitors were as follows: Mr. Geo. R. Simmons, Purchasing Agent and Chief Clerk to Gen'l Mgr., D. N. W. & P. Ry.; Mr. J. P. McSteen, R. F. of E., C. R. I. & P. Ry., Goodland, Kansas; Mr. C. R. Dowler, of the Colo. Ry. Signal Company (Manager), Denver; Mr. J. A. Stinson, President, Colorado Railway Signal Company; Mr. C. W. Loomis, Agent C. B. & Q. Ry., Denver; Mr. J. F. Barron, Agent, U. P. R. R., Denver.

#### **Reading of Minutes.**

**Chairman:** The minutes of the previous meeting, if there are no objections, will not be read, as they will appear in printed form.

No objections, so ordered.

#### **Unfinished Business.**

**Chairman:** Gentlemen, we have left over from the last meeting the subject of sealing of empty covered cars, which was suggested by Mr. Stenger, Superintendent of the Union Pacific. He was not able to attend the last meeting, and unfortunately, was unable to be with us today. Do you care to discuss the subject without his being present?

**Mr. Eaton:** Personally, I think it would be better to leave the question until such a time as Mr. Stenger can be present. There will be no objections to discussing the proposition, but it seems to me it would be much better to have Mr. Stenger present, owing to the fact that the subject was brought up by him.

Carried.

**Chairman:** We also have for discussion today, the question of "Who should pay for the transfer of a through con-

signment, when the delivering line objects, for reasons of its own, to its equipment going through."

It is my recollection, Mr. Secretary, that you were instructed to communicate with some of the other Divisions in regard to the practice prevailing at other railroad centers. Kindly let us know what information you have received.

Mr. Secretary: I have no communications except those that were read at the last meeting.

Chairman: This matter was also brought up by Mr. Stenger: Has any one anything to offer on the subject today, or, shall we hold it over?

Mr. Eaton: I think I said all I care to say on that subject at the last meeting, and I make a motion that we hold the matter over until Mr. Stenger can be present, so he can present his side of the case.

Seconded and carried.

### **Report of Committees.**

Chairman: Under this head we have a committee on joint inspection of which Mr. Miller, of the D. & R. G. R. R., is Chairman, and Messrs. Bristol and Stenger, members. This committee is not as yet able to make a report, because they have been unable to have their meeting with the Mechanical Department representatives. I may say however, that the matter is grinding, and we will probably be able to make report at the next meeting. Has any one anything to say on this subject?

Mr. Bristol: I have one thing I want to say that has come up in the past week or ten days. The C. & W. at Pueblo are now objecting to the joint interchange arrangement, owing to the fact that they will have to stand about forty-five percent of the expense of the joint inspection at Pueblo. Of course the expense is paid on the pro rata plan, numbers of cars handled over the transfers, nevertheless they think that they are get-

ting the worst of it, because they do not get any benefit out of the down town transfers between the other roads. I do not know what effect it is going to have on us. They have given us notice if we do not agree on different arrangements, they will withdraw.

Chairman: Is it their idea for each road to have its own inspectors?

Mr. Bristol: Yes sir; however, we are trying to talk Mr. Van Brimer out of it. We had a meeting arranged for last Sunday in Pueblo but could not get together, and had to hold it over until next Sunday.

Chairman: It seems to me it is as economical one way as the other, and the reason they are paying 45% is because they are handling 45% of the business, and I would suggest, Mr. Bristol, that you try and hold him until we can get another meeting, and have him present.

Mr. Bristol: We suggested that, and asked him to be here today, but I see he is not with us.

Mr. Carson: I understand it was impossible for him to be present today. Gentlemen, we are coming more and more to joint arrangements as between the railroad lines. There was a time when every railroad thought their interests could not be properly and honestly taken care of unless they had its affairs demonstrated entirely by its own employes, but as it has been proved to our own satisfaction that one man can work for two or three different railroads, and do justice to all of them, I think now we ought to encourage the joint arrangements.

Mr. Bristol: With our heavy transfers it seems to me we will be in a scrap all the time unless we have joint Inspection.

Chairman: There was another Committee appointed, Mr. Eaton and Mr. Stenger were members, to draft a letter to Mr. Moseley, Secretary of the Interstate Commerce Commission, in regard to the interchange of cars not in condition to pass the Safety Appliance rules. I will say that the Com-

mittee has not as yet written Mr. Moseley, but is gathering some data which will enable them to present some facts to him which will make our attitude clear, and, as Chairman of that Committee, I would ask that we be given a little more time.

Mr. Bristol: I make a motion to the effect that the Committee in question be given more time in which to accomplish the duties which they have been requested to perform.

Seconded and carried.

Chairman: We have had hanging over for this meeting, the question of handling powder shipments within the jurisdiction of the Car Service Association of Colorado, New Mexico, Wyoming, etc. I will ask the Secretary to state what replies he has had from the letter of ballot.

Secretary: I have taken the matter up, but have only heard from two lines.

#### **New Business.**

Chairman: At one of the meeting it was agreed that each Superintendent would come to this meeting with particulars of some accident that had happened recently on his line and give the members the benefit of such observations and facts as he was able to give us, or, any special cases of infraction of rules, or where it is necessary to administer discipline, etc., etc. I would like to ask the Superintendents what they have got on their minds today?

Mr. Bristol: I haven't had a wreck on my Division since the 27th day of June, 1905.

Chairman: Mr. Eaton what have you got?

Mr. Eaton: We haven't had anything recently, except one case where an engine jumped the track up near Lyons; the track was perfect in every condition; the cars were in good condition; the wheels of the engine were in good

condition, but the tank and fourth or fifth car jumped the track, and we were unable to determine what the trouble was. Mr. Seymour was on the ground and I will ask him.

Mr. Seymour: It is another one of those cases that we did not know what caused it; it was comparatively good track,  $2\frac{1}{2}$  or three degree curve, elevation was nearly  $2\frac{1}{2}$  inches, train running about twenty-five miles an hour.

Chairman: Mr. Bristol, didn't you have a train break away on your Division?

Mr. Bristol: That is the one I refer to, the 27th day of June.

Chairman: Didn't you have a passenger wreck down near Pueblo?

Mr. Bristol: Yes, I believe we did: Well, that is a case just like the one Mr. Eaton spoke about—this was on straight track—good ballasted track—it was a heavy train, with our limited equipment—Two Dixon engines: They have a very large tank—the forward truck of the second engine left the track, rather the forward wheels of the forward truck of the tender—the second engine of the train—there was no damage whatever—no damage to track even—the train ran thirty miles an hour immediately afterward—there was no cause for it whatever.

Mr. Carson: I will state, for your information, that we had three derailments within three or four months, of that character—the forward wheels of the forward truck of the tender jumped the track on straight track where the track was in comparatively good condition—the engine was in first-class condition, and it was quite a mystery as to the real cause of the accident, and one theory was that the rear trucks of the tender were too near to the front end, rather too much of the tank hung over the rear end, and by the time the coal was used out of the front end of the tender, and the tank full of water, the weight on the rear end of the tender was so heavy that when the engine struck a joint that was not in

perfect surface it would throw the front end up just far enough to raise the front wheels off the track, and in view of that our Mechanical Department set the rear trucks back nineteen inches on this class of engine and we have not had any trouble of that nature since that time.

Mr. Bristol: This was not the case in the accident I have just mentioned, Mr. Carson.

Mr. Carson: I may say that the Missouri Pacific and the Iron Mountain bought a large number of those Pacific type engines and they had a number of similar accidents, both on curves and on straight track, and they set their rear trucks back, since which time they have had no further trouble.

Chairman: Didn't you have an accident, Mr. Brinkerhoff, some time ago, that was mysterious?

Mr. Brinkerhoff: No, not that I know of, Mr. Chairman.

Chairman: Do you keep on the track all the time, Mr. Abbott?

Mr. Abbott: Well, I cannot recall any accidents on my Division that I could call mysterious.

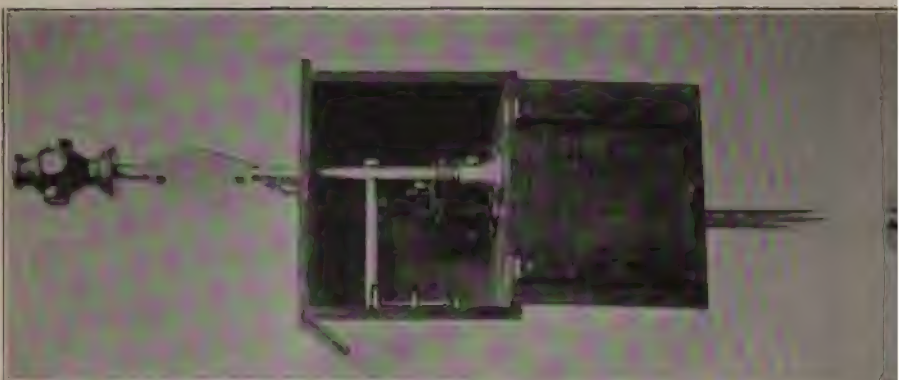
Chairman: Has any one any other accident they have in mind? If not, we have with us today, Mr. C. R. Dowler, who has a new device which you see before you, which is calculated to warn an engineer of a burnt out or washed out bridge, or any other interference with the track, by rocks rolling down from mountains, or slides, which he has asked to show to the Central Association of Railroad Officers this afternoon, and I now take pleasure in introducing to you Mr. Dowler:

#### EXHIBIT A.

The accompanying cuts are of the Dowler Automatic Signal, manufactured by the Colorado Railway Signal Company, of Lamar and Denver, Colorado.

The device is intended to warn trainmen of a dangerous amount of water, at a given point; burned or wrecked bridges;







washed out condition of roadbed, slides, cave-ins in tunnels, or displacement of track on curves.

Targets are placed suitable distance on either side of any portion of track to be protected from known dangers, as above mentioned. A single line of wire is used to connect the targets, the earth being used for the return. This wire may be carried by telegraph poles. The target arrangement is most simple. Targets are held at safety position by a locking device, in connection with an electro magnet, during closed circuit. A break in circuit at any point, between targets releases magnet, and spring tension, turns the target to danger position, automatically locking it in that position, from which it must be manually reset to safety position.

Suitable circuit breakers are provided which retain the normal closed circuit position until they are acted on by some abnormal condition when circuit will be opened and targets will go to danger. A simple float arrangement is connected to a circuit breaker, to denote a rise of water, to a given height. To denote a washout, weights are buried in roadbed and connected to circuit breaker by a suitable cable. When weights under wash, circuit is broken and proper signal given. Fusible wires are used in crossing bridges, or tressels liable to fire. Wire is looped down on bents so as to cause break in wire in case a bent is torn out. Wires are hung in such manner that a slide, in crossing track, would break them. Overhead wires are hung in tunnels in such manner as to be broken by cave-in. A very simple arrangement will also denote displacement of track on curves, where such is desired.

Longtime burner switch lamps are used on targets. The common gravity battery, or any battery, working well on closed circuit, may be used for the line, and the cost of maintaining same is very slight—about one cent per day. All working parts are suitably boxed, and may be locked with switch lock to prevent tampering.

Cuts are made from a desk size model. No. 1 shows target locked in safety position. No. 2, same locked in danger position. No. 3 float arrangement in closed circuit.

This device has been approved by many prominent western railway men. A General Manager of one of the leading west-

ern roads said, "It will do the work." That's all we claim for it.

Chairman: Gentlemen, we have with us today, Mr. Barron, who has a patented grain door, which he would like to show to the members of this Association.

The door was thoroughly explained to the Association.

Chairman: Gentlemen, before adjournment I would like to state that the May meeting we expect to hold at Pueblo, and at that time go through the hospital of the C. F. & I. Company where the Chief Surgeon of the C. F. & I. Company expects to show us some things that we haven't seen, and that will probably be interesting and instructive. I had thought of inviting all of the local surgeons on the C. & S. to attend this meeting, and we will have a very pleasant and interesting meeting. We will have some talk on railway relief work from some of the best surgeons in our State, and I would suggest that each of the Superintendents extend invitations to their local surgeons tributary to this Association's territory, to attend this meeting at Pueblo, which will be devoted largely to railway relief work. I am sure it will prove a very interesting meeting: May 9th is the date. The next meeting, the April meeting, however, will be held in Denver.

Adjourned.

E. E. HILL,  
Secretary.

C. E. CARSON,  
President.

## OMAHA DIVISION.

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**Regular Meeting of Central Association of Railroad Officers, Omaha  
Division, held at Omaha, March 21st, 1906.**

Following was the representation at meeting of the Omaha Division, Central Association of Railroad Officers, called for this date:

C. St. P. M. & O. Ry.....	F. E. Nicoles .....	Supt.
C. G. W. Ry.....	O. Cornelisen . . . . .	Supt.
Illinois Central R. R.....	F. M. Jones .....	Supt.
U. S. Yards Co.....	J. H. Brady.....	Supt.

Messrs. Richard Doyle, E. Bignell, C. J. Wilson and J. Russell, sent word of their inability to be present, owing to press of business, illness, etc. No quorum present.

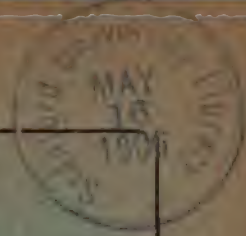
At the April 18, 1906, meeting, officers for the ensuing year will be nominated and elected.

J. R. DEWAR,  
Secretary.











**Central Association**  
... of ...  
**Railroad Officers**  
**Proceedings.**

 **April.** 

<b>Cincinnati Division.</b>	<b>Peoria Division.</b>
<b>Indianapolis Division.</b>	<b>St. Louis Division.</b>
<b>Columbus Division.</b>	<b>Kansas City Division.</b>
<b>Toledo Division.</b>	<b>Louisville Division.</b>
<b>Denver Division.</b>	<b>Detroit Division.</b>
<b>Omaha Division.</b>	



**1906.**  
**C. J. Krehbiel & Co., Printers,**  
**Cincinnati, O.**





CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

APRIL.

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1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI.

# DIRECTORY

Officers of the Central Association of Railroad Officers and its Various Divisions

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H. M. WAITE .....1st Vice-President.  
M. D. SCHAFF .....2d Vice-President.  
O. G. FETTER .....General Secretary-Treasurer.

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J. E. MERION (Indianapolis Div.) L. OHLIGER (Columbus Div.)  
E. R. SCOVILLE (St. Louis Div.) W. D. TRUMP (Detroit Div.)  
OTTO SCHROLL (Toledo Div.) A. V. BROWN (Kansas City Div.)  
J. C. HAGERTY (Cincinnati Div.) C. E. CARSON (Denver Div.)  
J. C. HAGERTY (Louisville Div.)

## DIVISIONS.

J. C. HAGERTY.....	President.....	Cincinnati Division
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W. G. BAYLEY.....	"	Columbus "
R. S. QUIGLEY.....	"	Toledo "
M. D. SCHAFF.....	"	Peoria "
E. RYDER.....	"	St. Louis "
J. P. CUMMINGS.....	"	Kansas City "
B. W. TAYLOR.....	"	Louisville "
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C. J. WILSON.....	"	Omaha "
O. G. FETTER.....	Secretary.....	Cincinnati Division
G. B. STAATS.....	"	Indianapolis "
J. D. BERRY.....	"	Columbus "
JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "
O. G. FETTER.....	Treasurer.....	Cincinnati Division
G. B. STAATS.....	"	Indianapolis "
J. D. BERRY.....	"	Columbus "
JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "

**Cincinnati, Ohio, April 10, 1906.**

The representation was as follows:

**Visitor:** Mr. A. L. Robinett, Agent, P. C. C. & St. L. Ry.

The minutes of the last meeting stood approved as printed and distributed.

**Resignation of Mr. Barnard From Committee on Formation  
of Storage Rules.**

At the last meeting a committee was appointed to meet with other committees from other Divisions of the Central Association of Railroad Officers, in Ohio, to formulate uniform storage rules for less than carload freight in warehouses. Mr. Barnard, Supt. of the P. C. C. & St. L. Ry., one of the committeemen, stated that as the management of his road considered this purely a traffic matter he could not very well serve on this committee and desired another member be designated to take his place. The President appointed Mr. Brent Arnold, Supt. of the L. & N. R. R., to take the place made vacant by Mr. Barnard's resignation.

**Weighing at Cincinnati Turned Over to the Cincinnati  
Freight Committee.**

The Secretary stated that the Freight Traffic Managers some time ago transferred the weighing from the Cincinnati Freight Committee to the Central Association. They now request that the Central Association of Railroad Officers transfer it back to the Traffic Department in order that it may be put under one head and handle it as a traffic matter. This is simply a matter of formality.

Mr. Barnard: I move that this matter be transferred to the Traffic Department.

Seconded by Mr. Sweeney and carried.

**Furnishing the Joint Car Inspector at Cincinnati an Assistant  
and Cancelling Rule 7 Switching Reclaim Rules.**

The Secretary read the following letter from the Standing Committee on Joint Car Inspection, which is self-explanatory:

Central Association of Railroad Officers.

Cincinnati, O., April 10, 1906.

Mr. O. G. Fetter, Secretary,  
Central Association, Cincinnati Division,  
Cincinnati, Ohio.

Dear Sir: At a meeting of the Standing Committee on Joint Car Inspection held this morning at 10 a. m., the matter of furnishing the Joint Car Inspector at Cincinnati an assistant, was taken up and after going over the subject thoroughly, the following recommendation to the Central Association of Railroad Officers, Cincinnati Division, was unanimously concurred in:

We recommend that Mr. Boutet be given an assistant, at \$85.00 per month, qualified to handle matters in the different yards, and that the Chief Joint Car Inspector's office be relieved of the burden of checking up reclaims except such cars as he has issued cards for, and we also recommend elimination of that part of Rule 7, Switching Reclaim Rules, relative to reclaims on bad order cars.

Yours very truly,

O. G. Fetter,  
Secretary.

In quite a discussion it developed that it was a physical impossibility for the Chief Joint Car Inspector to properly cover the territory and inspect the cars as they should be, but there was considerable opposition to cancelling any part of Rule 7 of the Switching Reclaim Rules, and the following action was taken:

Mr. Barnard: I move that we adopt the first part of the recommendation of the Standing Committee on Joint Car Inspection, and give the Joint Car Inspector an assistant at a salary of \$85.00 per month, but reject that part of the recommendation referring to Rule 7 of the Switching Reclaim Rules, this action to take effect at once.

Seconded by Mr. Lawler and carried.

### **Abrogating Rule 7 of the Cincinnati Switching Reclaim Rules**

Some of the members still claimed that Rule 7 of the Cincinnati Switching Reclaim Rules did not work to the best interest of all concerned, but there was objection to cancelling it, or any part of it, for the reason that the rule was in full force at the other Central Association points and there was a hesitancy in cancelling it and breaking the uniform application of the rule within the Central Association territory. However, there was no objection to cancelling the rule, provided it could be effected throughout the territory, and therefore, the following action was taken:

Mr. Barnard: I move that the matter be referred to the Standing Committee on Per Diem (W. T. Wolff, R. E. Boswell and W. C. Andrews), to take up with the other Divisions of the Central Association of Railroad Officers the question of uniformly abolishing, in the territory covered by the Central Association of Railroad Officers, that part of Rule 7 of the Cincinnati Switching Reclaim Rules, which refers to reclaims on box order cars.

Seconded and carried.

### **ADJOURNMENT.**

No further business appearing, the meeting adjourned at 12:10 p. m.

J. C. HAGERTY,  
President.

O. G. FETTER,  
Secretary

---

### **PROCEEDINGS OF THE STANDING COMMITTEE ON JOINT CAR INSPECTION.**

A Meeting of the Standing Committee on Joint Car Inspection was held at the Office of the Secretary, Room 10, Carey Building, Cincinnati, O., Tuesday, April 10, 1906.

The meeting was called to order by Mr. Lawler, Chairman,  
at 10:15 a. m. with the following representation:

C. C. C. & St. L. Ry..... F. M. Lawler..... D. M. M.  
P. C. C. & St. L. Ry..... P. T. Dunn..... General Foreman.  
C. & O. Ry..... E. P. Goodwin..... Supt.  
C. H. & D. Ry..... T. A. Sweeney..... Supt.

**Giving the Joint Car Inspector an Assistant.**

The Secretary read the following letter:

Cincinnati Joint Car Inspection.

Cincinnati, O., April 9, 1906.

F. M. Lawler, Esq.,  
Chairman of the Standing Committee,  
Central Association of Railroad Officers,  
Brightwood, Ind.

Dear Sir: I make it the object of this letter to acquaint  
you with the workings of the Joint Car Inspection, under the  
new rules.

The Chief Joint Inspector is supposed to give all cards  
that are given against the different lines at Cincinnati.

I have endeavored to see all cars that have wheels removed  
for rough journals, chipped flanges and slid flats to see if the  
journals were rough, chipped flanges or slid flat, also all com-  
bination of defects existing, for which cards have been asked,  
all cars that have met rough usage, such as raking of corners,  
etc., but I have been unable to see cars with minor defects,  
such as brake connections, handholds and other defects, for  
which the delivering lines are responsible and the receiving  
line made repairs.

In cases of this kind, I have simply had to take the word  
of the foreman that they made the repairs, and that cars were  
received from connections in this condition. I have not even  
had time to trace up and find out whether cars were delivered  
by line that cards were requested against, or to see if cars  
were received at some previous time in this condition. I have

had to let the foreman trace up the records of the cars and if cards were issued in error I furnished rebuttal cards for same —

I have done everything that it was possible for any one man to do, starting in to work at 6:15 each morning to try and keep up with the work, but I find that it is impossible to do this and do it in the manner it should be done.

Most of the roads have been sending in their reclaim reports from the first of July, 1905, up to date, to be checked over, and nearly all of these have come in since this new agreement went into effect.

In checking over these reports same has to be done by a practical car man, as a clerk is not able to tell whether or not repairs are such that cars would have to be set out for additional reclaim allowed on same.

I would suggest that your Committee go into this matter and present same to the Association and either have the work lightened in some manner in the way of issuing cards or give some assistance so that the work will be done in the proper way it should be.

In writing this letter it is not my desire to find fault with the amount of work, but I do not believe that you or the other officials will be satisfied to have things this way, if acquainted with the conditions existing.

Yours respectfully,

(Signed) H. Boutet,

C. J. I. C —

The following action was taken:

We recommend that Mr. Boutet be given an assistant, at \$85.00 per month, qualified to handle matters in the different yards, and that the Chief Joint Car Inspector's office be relieved of the burden of checking up reclaims, except such cars as he has issued cards for, and we also recommend elimination of that part of Rule 7. Switching Reclaim Rules, relative to reclaims on bad order cars.

Meeting adjourned at 11 a. m.

F. M. LAWLER,

Chairman.

O. G. FETTER,

Secretary.



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**The Regular Monthly Meeting of the Indianapolis Division of the Central  
Association of Railroad Officers was held in Indianapolis Union  
Station, 2 o'clock P. M. Monday, April 24, 1906.**

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Representation as follows:

**L.** E. & W.....M. P. Deniston.....Supt.  
**I.** U. Ry.....A. A. Zion .....Supt.  
**C.** I. & L. Ry.....A. J. O'Reilly.....Gen. Agent.  
**C.** I. & L. Ry.....F. M. Quimby.....Trainmaster.  
**C.** C. C. & St. L. Ry....C. S. Rhoads....Supt. of Telegraph.  
**P.** & E. R. R.....C. S. Rhoads....Supt. of Telegraph.  
**V**andalia . . . . .J. J. Pruett .....Train Master.  
**P.** C. C. & St. L. Ry.....J. J. Pruett.....Train Master.  
**C.** H. & D. R. R.....Not represented

The minutes of the previous meeting were approved as  
**Printed.**

**Unfinished Business.**

The Secretary reported progress in the preparation of the  
pamphlet containing revised Constitution, By-Laws, Resolu-

tions, etc., stating that a bid had been received—that other bids would be obtained without delay and arrangements made for printing and distributing the pamphlet as soon as possible.

It was the sense of the members present that two hundred (200) copies would be ample to meet all requirements.

### New Subjects.

The question of making use of the telephone system in train service was brought before the Association for discussion.

It was suggested that this would be an appropriate subject to bring before the St. Louis Annual Meeting.

After further discussion the Chair appointed Mr. C. Rhoads, Supt. of Telegraph, C. C. C. & St. L. Ry. Co., to prepare a paper on—

“Telephone Service in Connection with Railroad Operation”

Mr. Rhoads consented to use his best efforts in preparing the paper, he being given the privilege of treating the subject in such a way as he might desire.

### New Business.

The Secretary explained that it was necessary to make some provision for filing and taking care of the records belonging to the Association, calling special attention to bound volumes, embracing the minutes of the various Divisions, suggesting that a suitable book case be provided, to be placed in the rooms of the Central Association, where the records would be accessible to all members.

On motion the Secretary was directed to purchase a book case for the purpose named.

Meeting adjourned.

J. E. MERION,  
President.

G. B. STAATS,  
Secretary.

## COLUMBUS DIVISION.

---

Regular Monthly Meeting of Central Association of Railroad Officers  
Columbus Division, held in Room 398, Union Station, Columbus, O.,  
Wednesday, April 11th, 1906.

Meeting was called to order at 1:50 p. m. by President  
**Mr.** W. G. Bayley, with the following representation:

<b>C.</b> C. C. & St. L. Ry.....	W. G. Bayley.....	Superintendent.
<b>C.</b> A. & C.....	W. B. Wood .....	Superintendent.
<b>Hocking Valley</b> .....	R. S. Quigley.....	Superintendent.
<b>P.</b> C. C. & St. L. Ry.....	L. Ohliger.....	Superintendent.
	S. W. Miller .....	Master Mechanic.
<b>Penna. Co., (Toledo Div.)</b>	Otto Schroll .....	Superintendent.
	J. J. Walsh.....	Gen. Foreman.
<b>Hocking Valley Ry. and</b>		
<b>T. &amp; O. C. Ry. ....</b>	T. R. Limer.....	Supt. Car Service.
<b>T. &amp; O. C. Ry.....</b>	H. E. Speaks .....	Superintendent.

Visitor: **Mr. H. M. Patton**, Local Agent, C. C. C. & St.  
L. Ry.

Minutes of previous meeting were read by the Secretary  
and approved as read and published.

**Unfinished Business.**

**Uniform Rules for Storage of L. C. L. Freight.**

It was moved, seconded and carried that a Committee of three (3) be appointed to meet with similar Committees appointed by other Divisions of this Association, in Ohio, to formulate uniform rules for storage of less than carload freight in warehouses.

President appointed Committee as follows:

Mr. H. E. Speaks,  
Mr. Otto Schroll,  
Mr. G. P. Johnson.

**Reports of Committees.**

**Subject for Discussion at Annual Meeting.**

Committee submitted written report setting forth the fact that they had thoroughly canvassed the situation and were unable to prevail upon any member of this Division to prepare a paper for discussion at Annual Meeting, as all members seemed to be doubtful of their being able to attend the meeting.

Report of Committee was accepted and Secretary was instructed to notify the General Secretary the findings of the Committee.

**New Business.**

**Mailing List for Secretary.**

Secretary asked a ruling from the Division as to what Officers should be placed on his mailing list for copies of Calls for Meetings and Printed Minutes.

It was the sense of the meeting that such list should be composed of General Superintendents, Superintendents, Superintendents of Motive Power or Master Mechanics, Superintendents of Car Service or Car Accountants. At the same time Secretary was requested to communicate with Secretaries of other Divisions to ascertain their practice in this respect and submit his findings with recommendation at next meeting.

Bill of \$23.50, this Division's proportion of expense of Central Association of Railroad Officers, for the month of March, 1906, was approved and ordered paid.

Adjourned 2:25 p. m.

W. G. BAYLEY,  
President.

J. D. BERRY,  
Secretary.

## TOLEDO DIVISION.

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**Regular Monthly Meeting of the Central Association of Railroad  
Officers, Toledo Division, held in Room 340 Valentine  
Building, Thursday, April 12th, 1906.**

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Meeting was called to order at 11:00 a. m. by President  
Quigley, with the following representation:

Hocking Valley Ry.....	R. S. Quigley.....	Superintendent.
	T. R. Limer.....	Supt. Car Service.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent.
	T. R. Limer .....	Supt. Car Service.
M. C. R. R.....	D. S. Sutherland.....	Supt.
	B. R. Donovan.....	Train Master.
	F. von Nostitz .....	Agent.
L. S. & M. S. Ry.....	J. R. Horgan.. .....	Superintendent.
	H. J. Merrick .....	S. T.
	G. E. Husted.....	Agent.
T. Ry. & T. Co.....	T. B. Fogg.....	General Manager.
	J. F. Withrow..	Genl. Yard Master.

Penna. Co. ....Otto Schroll .....Superintendent.  
C. H. & D. Ry. ....T. A. Sweeney .....Supt.  
                    W. C. Andrews...Supt. Car Service.  
                    J. J. Corcoran.....Train Master.  
                    E. F. Holbrock .....Agent.  
C. C. C. & St. L. Ry.....J. R. Cavanagh...Supt. Car Service.  
                    J. Hefferman .....Train Master.  
A. A. R. R.....W. F. Bradley .....Supt.  
W. & L. E. R. R.....A. P. Titus.....Car Accountant.  
                    C. H. Newton.....Joint Agent.  
P. M. R. R. ....H. E. Meyers.....Agent.  
Wabash R. R.....C. H. Newton.....Joint Agent.  
Manufacturers' Ry .....G. A. Dennis .....Agent.

Visitors: Mr. E. S. Maxwell, Mgr., Michigan Car Service Association; Mr. E. C. Palmer, Chief Interchange Inspector.

The minutes of the previous meeting were read and approved.

#### **Topic for Discussion at Annual Meeting.**

The Committee appointed to select a member to prepare paper in place of Mr. J. P. Main, Supt., D. & T. S. Line, who found it impossible to devote any time to the matter, reported that they had selected Mr. J. R. Cavanagh, Supt., Car Service, Big Four Ry., to prepare paper on the subject:

“Pooling of equipment which will tend to keep down the empty movement of cars on all lines if handled intelligently.”

## TOLEDO DIVISION.

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Regular Monthly Meeting of the Central Association of Railroad  
Officers, Toledo Division, held in Room 340 Valentine  
Building, Thursday, April 12th, 1906.

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Meeting was called to order at 11:00 a. m. by President  
Quigley, with the following representation:

Hocking Valley Ry.....	R. S. Quigley.....	Superintendent.
	T. R. Limer.....	Supt. Car Service.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent.
	T. R. Limer .....	Supt. Car Service.
M. C. R. R.....	D. S. Sutherland.....	Supt.
	B. R. Donovan.....	Train Master.
	F. von Nostitz .....	Agent.
L. S. & M. S. Ry.....	J. R. Horgan.. .....	Superintendent.
	H. J. Merrick .....	S. T.
	G. E. Husted.....	Agent.
T. Ry. & T. Co.....	T. B. Fogg.....	General Manager.
	J. F. Withrow..	Genl. Yard Master.



Penna. Co. ....	Otto Schroll .....	Superintendent.
C. H. & D. Ry. ....	T. A. Sweeney .....	Supt.
	W. C. Andrews...	Supt. Car Service.
	J. J. Corcoran.....	Train Master.
	E. F. Holbrock .....	Agent.
C. C. C. & St. L. Ry.....	J. R. Cavanagh...	Supt. Car Service.
	J. Hefferman .....	Train Master.
A. A. R. R.....	W. F. Bradley .....	Supt.
W. & L. E. R. R.....	A. P. Titus.....	Car Accountant.
	C. H. Newton.....	Joint Agent.
P. M. R. R. ....	H. E. Meyers.....	Agent.
Wabash R. R.....	C. H. Newton.....	Joint Agent.
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“Pooling of equipment which will tend to keep down the empty movement of cars on all lines if handled intelligently.”

**Question of Uniform Storage Rules Throughout  
the State of Ohio.**

The Secretary read the following communication:  
Central Association of Railroad Officers.

Cincinnati, Ohio, March 9, 1906.

Mr. Jos. Dahm, Jr.,  
Secretary, Toledo Division.

Dear Sir: At the last regular meeting of the Central Association of Railroad Officers, Cincinnati Division, held February 13th, the following resolution was adopted:

I move that the Secretary be instructed to communicate with the Secretaries of the other Associations, within the State of Ohio, with a view of having a Joint Committee appointed to formulate uniform rules throughout the State, covering the storage of less than carload freight in warehouses.

Will you kindly arrange with your Association to have a Committee appointed, and advise me the name of the Committee so that I can arrange for a meeting of the different Committees to take this matter up with a view of uniformity in storage matters?

Yours very truly,  
(Signed) O. G. Fetter,  
Secretary.

After some discussion a Committee of three, consisting of the Penna. Co., Lake Shore Ry. and T. & O. C. Ry., was appointed to meet with similar committees from the different Divisions to formulate uniform rules throughout the State covering the storage of less than carload freight in warehouses.



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**Question of Reducing the Free Time on Less Carload Freight  
in Warehouses.**

The Secretary read the following communication:

Central Association of Railroad Officers,  
Detroit Division.

Detroit, Mich., March 29, 1906.

Mr. Jos. Dahm., Jr., Secretary,  
Toledo Division, C. A. R. R. Officers,  
Toledo, Ohio.

**Storage of Less Than Carload Freight in Warehouses.**

Dear Sir: At a recent meeting of the Detroit Division, a Committee was appointed to investigate as to what results could be obtained by reducing the free time on less than carload freight in warehouses.

At the present time, five days are allowed on less than carload freight, before storage is assessed. It is the desire of the Detroit Division that the free time on less than carload freight be reduced from five days to three days.

The result of the investigation shows that the majority of the consignees are allowing their property to remain in the warehouses during the full free time, five days. The result being that the warehouses are almost completely blocked with storage freight.

It is also the understanding of the Detroit Division that in Toledo you allow the same time as in Detroit, five days on less than carload freight in warehouses.

Will you kindly take this matter up with your Division with the view of reducing the free time on less than carload freight in the warehouses to three days?

This matter will come up again for discussion at the next meeting on April 13th.

I should be pleased to hear from you at as early a date as possible, as to what your Toledo Division will do relative to reducing the free time.

Yours truly,  
(Signed) E. S. Maxwell.  
Secretary.

On motion it was decided to have the Committee on Uniform Storage Rules take care of the question of reducing the free time on less than carload freight in warehouses.

**Refusal of the P. M. R. R. to be Governed by Resolution Governing Interchange of Chains on Double Loads in Toledo District.**

The Secretary read the following communication under date of March 15th, from Mr. A. R. Merrick, Supt., P. M. R. R. :

I but recently became aware of the ruling adopted some time ago by the Interchange Car Inspection at Toledo covering the handling of double loads through Toledo Terminal, and beg to advise that it will not be at all agreeable to this Company to allow the chains to go forward on loads, and the handling of this class of business will, so far as Pere Marquette is concerned, be handled the same as it has been in the past. We do not care to enter into the arrangement as it is very objectionable from our standpoint.

The Secretary also read the following communication from the Standing Committee on Interchange Inspection :

Standing Committee on Interchange Inspection.

Toledo, Ohio, April 9, 1906.

Toledo Division,

Central Association of Railroad Officers.

Gentlemen: I hand you herewith correspondence from Mr. A. R. Merrick, Supt., P. M. R. R., relative to interchange of chains on double loads in the Toledo District, in which the P. M. R. R. states that this arrangement is unsatisfactory so far as they are concerned.

The Standing Committee herewith presents this communication for your consideration because of the fact that this resolution has been approved by your Association, and it

would have been proper for the P. M. R. R. to have taken the matter up through you.

Our recommendations in this matter are as follows: "That this arrangement was introduced for the purpose of giving more prompt movement to shipments of this kind on account of reducing the time necessary for interchange by from 24 to 36 hours, which would be necessary where the cars are switched to the repair track for removal of chains.

The price set fully re-imburses any road which furnishes chains to another road which are not returned and the price is also reasonable enough, that any road borrowing chains from another road should be willing to pay.

These recommendations are given in view of the fact that we have no definite information as to the objections of the P. M. R. R. in this matter.

Yours respectfully,  
(Signed) Jos. Dahm, Jr.,  
Secretary.

After some discussion the Secretary was instructed to take the matter up with the Superintendent of the P. M. R. R., explaining the situation to him and ask if he cannot see his way clear to re-consider the matter and be governed by the resolution in effect.

#### **Question of Uniformity in the Matter of Opening and Closing Warehouses in Toledo.**

A Committee from the Toledo Local Freight Agents' Association was present and explained that there was no uniformity in the matter of opening and closing freight houses in Toledo.

After some discussion Mr. G. E. Husted, Agent of the Lake Shore, suggested the following:

That freight houses open for receipt and delivery of freight at 7:00 a. m. and close at 12:00 Noon.

Open at 1:00 p. m. and close for receipt and delivery of freight at 5:00 p. m., Standard Time.

Some of the Superintendents stated that they would prefer to take the matter up with their Local Freight Agents before making any decision in the matter and on motion action was postponed until next meeting.

#### **Question of Closing Freight Houses on Washington's Birthday**

A Committee from the Toledo Local Freight Agents' Association stated that there was no uniformity in Toledo in the matter of closing freight houses on Washington's Birthday and asked the Association to decide as to whether or not the freight houses should be closed on this day.

After some discussion the following was offered and seconded:

**Moved,** That Washington's Birthday be taken from list of holidays on which freight houses are to close.

Action on this motion was postponed until the next regular meeting, in order to give the Superintendents an opportunity to confer with their local agents.

#### **Interchange Inspection.**

Mr. T. A. Sweeney, Supt., C. H. & D. Ry., submitted the following rules governing interchange of cars at Cincinnati and asked the Toledo Division to consider same. He explained that the rules were working satisfactorily in Cincinnati and expressed confidence that they would be satisfactory in Toledo if given a trial:



**Interchange and Inspection Rules in Effect at Cincinnati.**

Rule 1. All cars, loaded or empty, offered in interchange, that are safe to haul to the repair or transfer tracks of the receiving line, must be accepted by them, except as hereinafter provided.

Rule 2. For the protection of the receiving line, the delivering line must not offer any car with safety appliances that do not conform to the requirements of the Safety Appliance Act.

Rule 3. The receiving line shall make such repairs as the service requires, under the protection of the M. C. B. Rules, or transfer at its own expense, as follows:

- (a) Cars having physical defects that they do not wish repaired;
- (b) Cars on which lading is in bad order and needs adjustment;
- (c) All overloaded cars if necessary to transfer;
- (d) Cars too large for tunnels;
- (e) Non-air cars;
- (f) Cars on which they have published restrictions.

Rule 4. This agreement to be effective from February 16, 1906. Any line wishing to cancel this arrangement with any road or roads can do so by giving ten days' notice to such road or roads, through the Central Association of Railroad Officers, Cincinnati Division.

After some discussion Mr. Sweeney was requested to refer copy of the rules to the Secretary, who would take the matter up with the Standing Committee on Interchange Inspection for investigations and report to this Association.

On motion adjourned to meet Thursday, May 10, 1906.

R. S. QUIGLEY,  
President.

JOS. DAHM, JR.,  
Secretary.

## PEORIA DIVISION.

Proceedings of Regular Monthly Meeting held in Room 17, Union Station  
Peoria, Ill., Tuesday, April 10th, 1906.

Meeting convened at 9:25 a. m., President Schaff in the  
Chair.

### Present.

A. T. & S. F. Ry.....Not represented.  
C. & A.....E. Ryder .....Superintendent.  
C. & N. W. ....S. M. Braden .....Superintendent.  
C. B. & Q.....Not represented.  
C. R. I. & P.....Not represented.  
C. P. & St. L.....M. D. Schaff .....Superintendent.  
Ill. Cent. ....Not represented.  
Iowa Central.....Not represented.  
L. E. & W. R. R. ....Not represented.  
P. & P. T.....E. A. Burrill..V. P. and Gen. Mgr-  
P. & P. U.....Ph. Niederlander ..Superintendent-  
P. & E. ....Not represented.  
T. P. & W.....Not represented.  
Vandalia R. R. ....F. H. Worthington..Superintendent.  
O. E. Raidy .....Trainmaster.

Visitors: C. A. Brown, Agent, P. & P. U.; H. I. Battles, Agent, C. R. I. & P.; G. P. Johnson, Car Accountant, C. R. I. & P.; C. F. Meyers, Traveling Car Agent, C. R. I. & P.; William Wilkinson, Freight House Foreman, P. & P. U.; J. R. Cavanagh, Supt. Car Service, C. C. C. & St. L.; D. C. Frederick, Car Service Agent, C. P. & St. L.; F. Clark, Car Accountant, C. B. & Q.

The minutes of the last meeting were read and approved.

### **Switching Limits for Reclaim Purposes.**

Secretary: A number of matters pertaining to Per Diem Reclaims have been referred to the Arbitration Committee. Mr. Smalley wrote me asking how he happened to be Chairman of that Committee. I answered that he had inherited his honors, but beyond this I have not heard from the Committee.

Mr. Niederlander: I should like to have somebody else appointed on that Committee in my stead, since I seem to be too much interested in the cases submitted.

Mr. Braden: I move that Mr. Schaff, as a member of the Arbitration Committee, be requested to call the Committee together on the cases now pending.

Seconded and carried.

Chairman: We will let Mr. Niederlander remain on the Committee until these questions are disposed of.

### **Early Closing of Freight Houses.**

Mr. Worthington: The Committee will practically only make a progress report. Yesterday we had a meeting with Mr. Millard and Mr. Niederlander, going over the points brought up in the Committee's previous report. So far as the items in the first part of the report are concerned, which

define the shippers' deficiencies, we believe the Agents' Association now have these matters up with the shippers. On the part of the Railroads, the first item, "house construction," in going over the matter with the P. & P. U., they thought after more thorough investigation they would probably follow the Committee's recommendation, as to the two track spaces, but that this would not be done until July or August, when business was slack. Mr. Wilkinson, Foreman of the Freight House, is here today to bring out points in regard to moving of the platform as proposed, and to discuss other points. In regard to the suggestion of Matched Maple Floor, Mr. Millard wanted this deferred until the floors needed to be renewed. He also agreed to put in additional scales so that each Railroad could conveniently weigh its freight.

Under the second heading of "double handling of freight," the first part depends upon the moving of that platform and the second part of it is up to our agents to carry out the recommendations of the Committee. In this connection, the Committee desires suggestions from any of the agents, and information from them if any line is not following out instructions. The Association can get information from the P. & P. U. as to what agents are not living up to the requirements so that we may take proper action to correct.

Under the third heading, "deficiency of equipment," Mr. Millard was very glad for the suggestion and will provide increased facilities.

Under the fourth heading, "transfer with C. B. & Q. and Rock Island." This subject is open to discussion and we have all year to get it settled. The Committee desire that it be left open for discussion and settlement.

Under the fifth heading, "non-delivery of bills with each wagon load of Transfer Freight," we understand the Transfer Co. are still delivering freight without sending bills with each wagon. The Committee's understanding is that a motion, passed at the February meeting, giving the backing of this Association practically to the Committee's recommendation, which was to refuse to accept transfer freight not accompanied by the proper billing. The Committee have told

Mr. Wilkinson that he would be justified in turning freight back, and he put such ruling into effect this morning.

Under the sixth heading, "checking from way-bills instead of Blind Tally." This, we understand, is being carried out, with the exception of one road, which will now be got in line.

Under the seventh heading, "Re-organization of the forces." This matter was discussed with Mr. Millard, and practically left in Mr. Niederlander's hands, as Superintendent, to carry out the best organization possible, and we believe Mr. Niederlander has already taken steps to put in vogue at the freight house some of the Committee's suggestions.

The 8th, 9th and 10th suggestions, the P. & P. U. are looking into.

If it is the desire of the Association to continue the Committee in order to get proper action and handling the question of transfer freight to the Q. and Rock Island, and confer with Mr. Niederlander further in regard to the solution of details, we ask that they so express themselves today.

Mr. Niederlander: I move that the Committee's report be accepted and the Committee continued.

Seconded by Mr. Ryder, and carried.

Mr. Braden: In this connection, I should like to say that the Q. and Rock Island will, in all probability, fall in line on this car transfer matter, if we proceed to discuss it in our Association meetings. If the Association, as a whole, think that is the proper thing to do, they will have better opportunity to advance reasons in the meetings. The Rock Island are partially committed to the arrangement, but the Q. have thus far opposed it through their representative, Mr. Page. We feel that the matter is vital, if we carry out what we started out to do, namely decrease the congestion in team ways. We feel that the added support of the Association to the Committee's efforts may possibly bring the two lines to co-operate, especially if we show them that their interests are not going to suffer.

As to the increased expense, I take it that the motion passed at the last meeting indicated a willingness of the members to assume the added expense necessary in the re-organization of the force in the freight houses, as outlined by the Committee. This would add about four check clerks in the freight house, and it may be necessary later to add other men to the organization, but if we derive the benefits, we have got to pay for them, otherwise we can't succeed.

Chairman: Have the Committee succeeded in getting Mr. Mulhern to any of their meetings?

Mr. Worthington: Mr. Mulhern met me here two weeks ago. He was strongly in favor of his original position of not going into the car transfer system. He did not seem to give any indication of weakening.

Mr. Braden: We could reduce the team transfer one-half or more if he did not go into the arrangement and the Rock Island did.

Chairman: I will say for the benefit of this discussion, that I had a talk with the President of the P. & P. U. within the last twenty-four hours, and he expressed gratification at the progress the Committee has made, and asked me to use my influence to have the Committee continued for at least six months; said they were working in the right direction, and that in a short time the fruits of their labors would be realized. He asked me to do what I could to have them continue in the same channels for a time at least. What expense each line would be put to, would be more than offset by the business they would get in the long run.

Chairman: I will ask Mr. Wilkinson if he has noticed any improvement since this agitation.

Mr. Wilkinson: It is not easy to notice improvement when business is slack as it is in mid-summer and winter. In the spring and fall, when the rush is on, it is more difficult to handle business. Since this agitation has been on, I think there has been improvement. More freight has been loaded between 3 and 4 o'clock in the afternoon than ever before.

**Still**, our heaviest time of the year is yet to come, and then **the** merchants naturally get back into the old ways.

**Chairman:** I would like to ask what time the last team is unloaded?

**Mr. Wilkinson:** Six o'clock or after. During the last **three** months the last teams have been unloaded by six o'clock or a few minutes before.

**Chairman:** I will ask Mr. Brown if there has been any **increase** in their freight house force as yet?

**Mr. Brown:** Those matters are handled by Mr. Wilkinson.

**Mr. Wilkinson:** We have not added any men to our force.

**Mr. Worthington:** We were not able to go over the **matter** with Mr. Millard until yesterday, and now that matter is left in Mr. Niederlander's hands.

**Mr. Wilkinson:** I have had no instructions to increase the force.

**Chairman:** I don't want us to get away from the fact that at the meeting with shippers at the Creve Couer Club, all heard the remarks that the shippers were willing to close the freight house at five o'clock. Now I think we should hold **them** to it. If we increase the force, and then notify the shippers that the freight houses will close at a certain hour, we should close at that hour. I don't think we should hold the bag with a half house full of freight left over every night. It is not right that we should assume liability for freight which we cannot get rid of. Mr. Wilkinson says they get down the bulk of the freight between 4 and 4:30. I think we should make an effort to get the closing hour fixed at 5 o'clock. If we go to this extra expense, we can then go to the shippers and show them that we have met them half way.

**Mr. Ryder:** I take the position that we should meet the Peoria shippers half way. We all know that the jobbers and merchants and shippers get most of their orders in the morning, and we can hardly expect them to get those orders shaped up, and loaded out before afternoon. I feel that we should

give them all the time we can. Of course, if they deliver freight so that we cannot get it out that day, they will suffer in their business, and we on the other hand, should not stand responsible for the delay.

Chairman: If I remember correctly, one of the prominent Traffic men for the shippers stated at the meeting at the Creve Couer Club, that it was the desire of the shipper to get his business to the Peoria Freight House. That so long as they get it in the freight house, and get a receipt for it, that they could say to the customer that they delivered it that day and the responsibility was then off the shipper's hands. Now I think we should say to them, that we will take business on ly until such a time, and then forward it all that day.

Mr. Ryder: I don't think that is an unreasonable position.

Chairman: And that hour should be 5 o'clock.

Mr. Braden: Or possibly later with a different organization, however, I am in sympathy with 5 o'clock.

Mr. Wilkinson: We have 60 cars scheduled to leave the house at 5:15.

Mr. Braden: It is unfortunate that any cars are pulled until all are ready.

Mr. Niederlander: They allow other cars to remain for later loading until 6 o'clock.

Mr. Braden: Is it necessary that any cars be left over?

Mr. Niederlander: It is mutually advantageous to have the loaded cars out of the way. Again, our first train leaves at 5:30, the next at 7:00, next 7:17, the next two at 7:30, then two more at 7:45, and so on, all the rest leaving between 7 and 8 o'clock, and that gives one hour and fifteen minutes to make them up into cuts and trains. If the closing hour is too late, the agents are unable to get the bills out in time. Saturday night we had some trains laid out 15 minutes on account of the agent's inability to get bills down on time.



Mr. Braden: We have got to have co-operation in our proposition of turning away freight without bills. The agents should understand that this matter is not in their hands, and that they cannot break this agreement. It may make a little friction between the agents and the Traffic representatives, but it should be thoroughly understood.

Mr. Wilkinson: When I was called here this morning, there were three transfer teams without bills for their loads, which I refused to allow the freight unloaded.

Mr. Battles: Do you not think that before you take such a position you should say something to us about it?

Mr. Wilkinson: I immediately notified the Transfer Co.

Mr. Braden: That is scarcely necessary since the Local Agents were notified what to do.

Mr. Niederlander: We gave notice at 5 o'clock, and in 2 hours a scrap was on.

Mr. Wilkinson: The system the Transfer Co. have been following is to take the freight from the Rock Island and Q., put it on their wagons, distribute the loads at the various doors in our freight house, and then keep the bills until all of their wagons have been unloaded, and the bills are then turned over to a Transfer Co. representative for him to take a record of what they show, and after all this is done, the bills are then turned over to us.

Mr. Braden: Have the agents complied with our instructions to eliminate the use of the Blind Tally?

Mr. Wilkinson: The C. P. & St. L. are not in line, also the T. P. & W. make a list which is not satisfactory. They send us an impression copy with a lot of information that is not wanted written up so close that no chance to check it, and it is also blurred.

Mr. Braden: That can be fixed locally with the T. P. & W., doubtless.

Chairman: I will say, that when the Committee had this

question up, I understood from our agent that he was in line. Evidently there is some misunderstanding.

Mr. Braden: Which you can say will be corrected?

Chairman: Before the day is over.

Mr. Braden: Any trouble in having cars at the house with no bills?

Mr. Wilkinson: Yes, sir.

Mr. Braden: Any particular road?

Mr. Wilkinson: They are all violators at different times.

Mr. Braden: I think if there are any cars at the house for which billing data is not furnished that these cars should not be opened until all bills are ready. The switchmen have no means of knowing which cars the billing is furnished on and with the re-arrangement of tracks cars should be pulled out and kept out until the bills are ready.

Mr. Wilkinson: This morning, out of 19 cars on one track, 5 could not be unloaded account no bills, and this is a fair average for each day and for each track.

Mr. Battles: A Committee of the Shippers' Association have asked a Committee of the Local Freight Agents' Association to meet them this afternoon for a discussion of this freight house question.

Chairman: I would suggest that the Secretary be instructed to write each Superintendent, and ask him to put his agent in line to bring about the desired result. I think if the Secretary would take up with each individual line that improvement could be secured previous to the re-arrangement proposed. If there is no objection, the Secretary will be so instructed.

Mr. Worthington: Will Mr. Wilkinson report to this Association any agent who fails to conform to instructions?

Chairman: I think the report should be made by Mr. Wilkinson direct to this Committee.

I congratulate the Committee on the good work done, and think the Association should not interfere.

Mr. Worthington: At times there is no one to furnish bills at 7 o'clock in the morning, and the Secretary might embody this in his letter.

Mr. Ryder: Did Mr. Mulhern, or the Burlington representative, offer any reason for declining to join in the car transfer system?

Mr. Worthington: Mr. Mulhern based his position on his personal experience at Kansas City.

Mr. Ryder: My experience in Kansas City is, that it is an entirely different proposition there. I think they ought to give the proposition a trial if the rest are in favor of it.

### **Movement of Empty Foreign Cars.**

Mr. Niederlander: This subject has been on the docket for a good many months but has not been reached before. The Terminals of Peoria were nearer blocked yesterday than any day since I have been in Peoria. We had 3100 cars here at 7 o'clock last night, when I stopped receiving trains. There are 15 tracks of empty coal cars. We are working 3 or 4 extra engines, 29 and 30 when we ought to be working about 25 or 26, and this is further causing overtime on train crews for many of you.

Mr. Braden: Some months ago we passed a resolution that roads, bringing in foreign cars, should notify lines for whom cars were intended.

Mr. Niederlander: Our company has forestalled complaint that agents "did not know" by having Agent Brown fix a list of every car at midnight.

Chairman: I agree with you that roads should not hold any more empty cars in Peoria than are necessary to take care of their business.

Mr. Braden: I think roads should take up with their Local agents and see what number of empty cars they have.

Mr. Ryder: Are the Local agents in full possession of the knowledge of this?

Mr. Niederlander: They certainly should be. They can take check of yards themselves, or copy ours, which half of them do.

Chairman: This congestion is hurting the innocent lines.

Mr. Braden: Is there not a limit to the number of empties each line is entitled to?

Mr. Niederlander: The P. & P. U. is not a storage medium, but a transfer medium. If we notify you that we are in need of room, it is only courtesy that you respect our wishes.

Mr. Braden: It is not right to punish 8 lines account 1 line's delinquencies.

Mr. Niederlander: We do not like to dictate. The business varies, and sometimes we could accommodate you.

Chairman: Mr. Niederlander, I do not believe any Superintendent would object to your taking up this matter with him.

Mr. Braden: I am spending \$50.00 a month to be able to tell how many cars we have in the P. & P. U. Yards.

Mr. Niederlander: That is a matter that Joint Yard Clerks would solve.

Mr. Ryder: It seems to me we are all interested in the economical handling of business here. Whoever has a surplus of cars, upon notice from the P. & P. U., should take steps to relieve the situation.

Chairman: I wish to go on record for the C. P. & St. L., that if the P. & P. U. will notify me of anything that is blocking the P. & P. U. on our part, I will guarantee to relieve the situation in 10 hours.

Mr. Braden: I will say for the Northwestern that if the

Northwestern is responsible, and our cars are not moved, we will guarantee to relieve the situation in 6 hours.

Chairman: I can't say 6 hours but I will say 10. In that time we will have the power here.

Mr. Niederlander: There are easily from 500 to 700 empty foreign cars here for which there is no business, and these cars will ultimately go out empty.

Mr. Braden: They are not moved because agent can't get disposition for them.

Mr. Niederlander: Can't or won't?

Chairman: I think the Secretary should notify the absent members of our opinion on this matter.

### **May Meeting.**

Chairman: I presume it is your desire that the regular meeting be held in May, even though the Annual Meeting comes later in the month. We ought to have a report of this Committee on freight house situation.

### **Telephones—New Company.**

Secretary: The proposition as submitted to you for letter ballot, was that each line be left free to take such action as they saw fit in regard to the New Phones. The answers thus far received, are as follows:

The T. P. & W. say "No." (Signed) S. M. Russell.

The P. & P. T. say, "We are still of the same opinion that these telephones should not be installed." (Signed) E. A. Burrill.

The Peoria & Eastern say, "We have no objections to the resolution if any of the members desire to install the new telephone, but we do not think it advisable to have it in the railway companies' offices inasmuch as it will mean an unnece-

sary expense incurred by all railway companies at Peoria." (Signed) M. A. Neville.

The Vandalia say, "We will agree to stand by former agreement." (Signed) F. H. Worthington.

The P. & P. U. say, "We expect to stand by our original agreement." (Signed) P. H. Niederlander.

The Ill. Central say, "I am still of the opinion that the Railroad lines can and should do without the new Telephone Co.'s service and this Company will vote accordingly, as it is our opinion that the present agreement be allowed to remain in force regardless of the action of the C. B. & Q." (Signed) Otto Schilling.

The L. E. & W. say, "The Lake Erie & Western desires to register a vote in the 'negative'; we propose to stand to the original proposition." (Signed) W. J. Davis.

The C. R. I. & P. say, "Owing to the action taken by some of the other lines, it will be necessary for this Company to vote 'Yes' on the proposition. However, we do not deem it necessary to install these instruments at the present time and will not do so until our interest demands it." (Signed) J. B. Smalley.

Mr. Braden: You may record the Northwestern as voting "aye." I will have to support my own resolution.

Mr. Ryder: The Alton are opposed to it. We do not think two Companies' phones are necessary.

Chairman: The C. P. & St. L. are opposed to it.

### **Mural Decorations.**

Secretary: If you will notice, there are a number of pictures on the walls which have been donated, and I have, on your behalf, thanked the givers in due form.

Adjourned at 11:35 a. m.

M. D. SCHAFF,  
President.

A. J. ELLIOTT,  
Secretary.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, April 13th, 1906.**

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The meeting was called to order at 10:10 a. m., with President Ryder presiding.

The representation was as follows:

B. & O. S-W.....	H. G. Kruse.....	Train Master.
C. B. & Q.....	J. A. Somerville...	Supt. Terminals.
C. & E. I. R. R.....	R. D. Miller .....	Trainmaster.
C. & A. R. R. ....	E. Ryder . ....	Superintendent.
C. C. C. & St. L. Ry.....	Hadley Baldwin .....	Sup't.
	R. R. Harris .....	Agent.
	P. J. Hickey.....	Master Mechanic.
C. P. & St. L. Ry.....	L. P. Atwood .....	Supt.
Illinois Central R. R.....	C. L. Ewing.....	Supt.
	R. O. Wells.....	Agent.
L. & N. R. R.....		Not Represented.
M. K. & T. Ry.....		Not Represented.

Missouri Pacific .....E. F. Kearney....Supt. Terminals.  
M. & O. R. R.....E. W. Moore.....Supt.  
St. L. & S. F. R. R.....B. W. Moore.....Supt. Terminals.  
St. L. & B. E.....Not Represented.  
St. L. & S. W.....Not Represented.  
Southern Ry. . . . .Not represented  
St. L. K. C. & C..... Ed. S. Butler...Foreman Car Dept.  
St. L. T. & E.....Not Represented.  
St. L. Transfer Co.....Not represented.  
St. L. Nat'l Stk. Yds....J. H. Hohl.....Supt. Terminals.  
T. St. L. & W.....Not represented.  
T. R. R. A.....J. J. Coakley .....Superintendent.  
  W. T. Aylesbury...Car Accountant.  
  J. J. O'Brien.....Supt. Car. Dept.  
Vandalia . . . . .John Fitzpatrick .....Agent.  
  J. Mechling.....Master Mechanic.  
Wabash .....J. E. Taussig.....Supt. Term's.  
Wiggins Ferry Co. ....Geo. Hannauer .....Superintendent.  
Int. Car Transfer Co....Geo. Hannauer .....Superintendent.  
Central Association .....Chas. Waughop....Chf. Int. Inspr.

Chairman: Unless there is some objection, the minutes of the previous meeting will stand approved as printed.

#### Unfinished Business.

##### Collection of Grain Doors at Elevators.

Secretary: Under the head of Unfinished Business we have again the recommendations of the Local Freight Agents' Assn., that elevators and other consignees be charged with the



cost of grain doors reaching them in loaded cars, said charge to be refunded upon return of the grain doors to the railroad companies. This action they deem necessary on account of refusal of elevators to permit their representative to collect grain doors removed from cars. The Local Freight Agents' Association upon being requested to state definitely which elevators refused to permit the collection of these grain doors cited the Advance Elevator and Belt Elevator. I was directed to communicate with these two elevators in regard to the matter, and the following replies were received from them:

Advance Elevator.

St. Louis, March 17, 1906.

Mr. J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis.

Dear Sir: I have yours 16th. I read it to Mr. Sears, who tells me that when we unload a car of grain we leave one grain door intact, the other is put back in the car when unloaded.

If your people can find any grain doors laying around, they are welcome to take them.

Yours very truly,  
(Signed) C. H. Albers,  
President.

Belt Elevator.

St. Louis, March 20, 1906.

J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis.

Dear Sir: Referring to correspondence next attached, superintendent of our elevator, East St. Louis, advises that no representative of any road has been denied the privilege of entrance and that he is, with few exceptions, throwing grain door lumber back into the cars as unloaded. This in accordance with request of the Railroads some time ago.

Yours truly,  
P. P. Williams Grain Co.

Chairman: You have heard the communication, gentlemen, what shall we do with it?

Mr. Kearney: I move that the replies be referred to the Local Freight Agents' Assn. for action on the whole matter.

Mr. Moore (M. & O.): I second the motion.

Carried.

**Collection of Charges For Reducing Overloaded Cars.**

Secretary reads:

Local Freight Agents' Association of St. Louis.

East St. Louis, April 8, 1906.

**Expense of Reducing Overloaded Cars.**

Mr. J. Rothschild, Secretary.

Central Association of Railroad Officers,  
St. Louis, Mo.

Dear Sir: Following the short discussion had at the last meeting of your Association, with regard to taking care of the expense of reducing overloaded cars handled in Interchange movement, wish you would bring this matter up for formal discussion at your next meeting. The Interchange Rules which went into effect on May 1, 1905, do not cover the expense of reducing overloaded cars, but the interpretation of Rule No. 11 is as follows: "Cost of adjusting cars on account of being overloaded to be collected from the shippers." It frequently happens that cars are not discovered to be overloaded until after they have moved considerable distance from the point of shipment and it is therefore not always feasible to collect the expense of reducing the load from shippers. The Local Agents have different ideas as to how this expense should be taken care of and would therefore be glad to have more specific instructions from your Association.

Yours truly,  
(Signed) R. O. Wells,  
President.

Chairman: What is your pleasure?

Mr. Hannauer: I move that the communication be referred to the Executive on Interchange Car Inspection with instructions to report on the question. Personally, I am of the opinion that we should set our ruling or interpretation aright. It certainly is in error in stating that the charge be paid by the shipper because the shipper often cannot be reached. It is the intention to charge it to the freight where the shipper cannot be reached, and some time ago I went so far as to get an opinion from our Legal Department as to whether or not a charge for lightening a load could be billed forward and I was told that it could, providing the Railroad Company did not accept it with full knowledge that it was overloaded.

Mr. Kearney: I second the motion.

Carried.

#### **Municipal Bridge and Terminals Commission.**

For the information of the members who had not yet had time to read the March Proceedings, the Secretary read President Ryder's reply to Honorable Rolla Wells' letter of February 9th, with reference to the handling of freight for points within a radius of 100 or 150 miles of St. Louis, as well as the acknowledgment thereto from Mr. James C. McConkey, Acting Secretary to the Commission.

(These letters appear printed on pages 313, 314, 315. of the March Proceedings.)

#### **Releasing Switching Lines From Responsibility For Damage to Bad Order Cars While En Route to Car Works for Over-Hauling or Destruction.**

Secretary reads:

Terminal Railroad Association of St. Louis.

St. Louis, April 2, 1906.

Mr. J. Rothschild, Secretary,

Central Association of Railroad Officers,

St. Louis.

Dear Sir: We have had several cases wherein bad order

cars delivered us for handling to the American Car & Foundry Company, Madison Plant, to be rebuilt or destroyed, have been damaged while being handled by us and we have been compelled to pay for the value of the car, less the depreciation due to age.

In order to protect ourselves against similar contingencies, we notified our connections that we must not accept any bad order cars from any line for handling to the Car Works for destruction or overhauling, except with the understanding that we would not be responsible for any damage thereto on our rails from any cause. These cars usually come to us chained up and otherwise in bad shape and I do not consider that we should be called upon to assume the risk of destroying them in handling them over our property to the Car Works. While we, of course, do not intentionally damage such cars, they are apt to get in trouble from the fact that they are weak and in damaged condition, and I do not believe we should be held responsible for their further damage or total destruction while being handled to Car Works.

There has been some question brought up by our connections as to whether we could refuse to receive such cars contingent upon being released from responsibility for damage to them from any cause while on our rails, and I would like to have an expression from the Central Association of Railroad Officers as to whether or not we are acting within our province in requiring that we be released from such responsibility.

Respectfully,  
(Signed) J. J. Coakley,  
Superintendent.

Mr. Kearney: I received a notice from Mr. Coakley several weeks ago in regard to this matter. I also received one from Mr. Hannauer a few weeks later. I wrote both gentlemen a letter to which neither one has replied, asking under what authority they issued that notice to their connections. Now, if Mr. Coakley or Mr. Hannauer will kindly advise on what authority they issued the notice, we will be in position

to discuss the matter. Personally, I do not know what authority they have in the matter, and they may be right, but before issuing a notice of that kind, they certainly consulted some one and knew what their rights were, and what they were entitled to.

Mr. Taussig: I received a similar notice and wrote Mr. Coakley at once, asking whether I understood the letter to mean that they would not be responsible for additional damage to equipment which might result on account of negligence in operation. Mr. Coakley replied that it meant any kind of damage. Why Mr. Coakley or Mr. Hannauer should be at liberty to say that they will not be responsible for damage done on account of negligence in operation, is something I have never heard of before. I have never heard that any railroad is exempt for damage done under such conditions.

Mr. Hannauer: Ordinarily, one cannot expect to escape responsibility of negligence, but in matters of handling cars, negligence is defined by the character of the damages. M. C. B. Rules define negligence in that they specify what is to be considered unfair usage. Now, the Merchants Bridge Company has upon its rails a big car repair plant, the Iron Mountain has another. These cars come to us often in strings, sometimes not, they are crippled, many of them are simply intended for destruction, but if we damage them we are held to account under the M. C. B. Rules. We have had an instance where we were asked to pay for a car, less its depreciated value, that was going to the car plant for destruction. These cars usually are in bad shape, ready to fall to pieces, or they would not be on the way there to be destroyed and it is pretty easy to make combinations within the meaning of the M. C. B. Rules. We have felt that cars billed in that way were not really covered or that it was not the intention to cover such cars in the Rules. We are taking them and handling them to the Car Works, but we believe we are entitled to special consideration on such cars and that the lines expect to give it to us, if not, we would like to know it and feel

that the Association should make some rule on that character of cars.

Mr. Kearney: I want to say, first, I do not know of cars going to the Car Works to be destroyed. If the Illinois Central has some cars to be rebuilt and make contract with the American Car & Foundry Co., at Madison, or the one at Dorcas Street, and offer the cars to the Wiggins, they are revenue cars. I do not think the Wiggins have any right to refuse to accept such cars, unless it is with the understanding that they will be relieved of any responsibility; do not think that is fair. We have a car plant on our rails and I do not take that position. If the Wiggins offers me a string of such cars I am obligated to take them and handle them properly to the Car Works. If not, I do not see how the Car Works can exist, as they depend a great deal on repairing old cars. We must assume all responsibility for damage to such cars on our rails. I may run an engine into a cut of these cars and destroy one of them through negligence in operation. Under what reasonable rules can I refuse to make good to the Illinois Central for the loss of that car? I think Mr. Hannauer is wrong in saying that these cars go to the Car Works for destruction; roads usually destroy their old cars themselves. They send them there to be rebuilt. If any special consideration is due the Terminal, Wiggins or Iron Mountain, it seems to me that this matter should have been taken up through the Central Association first and not have a notice of this kind issued.

Chairman: That feature of it is covered in the last paragraph of Mr. Coakley's letter. It comes to us as a query and still the notice precedes it.

Mr. Kearney: If Mr. Coakley has anything to say, we would like to hear from him.

Mr. Coakley: I will say for Mr. Kearney's information that he is mistaken about cars going to the American Car & Foundry for repairs. Since I have been in charge of the Terminal none have gone there (Madison Plant) for repairs. They go there for destruction with the understanding that the draw bars and air brakes will be returnable, and they

allow a credit of about \$70.00 for the cars. When the cars are damaged in ordinary handling and not by rough handling, they want the full price of the car when the car is really a "consumptive" in the very last stages, and I do not think we should be held liable when they become virtually destroyed. Since this notice has been issued there has been change of front on the part of the car companies in the manner of taking cars, but still there are some connecting lines that insist on our paying full price of the car, less its depreciated value, in case it is destroyed on our rails.

Mr. Ewing: We have sent to the American Car & Foundry Company 750 cars in the last year, none of them to be destroyed. They were repaired and returned. We destroy our own cars. Cars going to the car works for repairs we usually handle in strings, chained up, and do not send them there to be destroyed; at least we never have since I've been with the road.

Mr. Kearney: We have handled a good many cars to the American Car & Foundry's Plant at Dorcas St., and I do not think one of these cars were sent there to be destroyed.

Chairman: Our line has under consideration a proposition of selling to the Foundry Company so many old cars for scrapping. They buy the cars on the basis of the value of the scrap, which is credited on account of new cars furnished, but these are out-and-out new cars of eighty and one hundred thousand pounds capacity.

Mr. Kearney: They may buy old cars and rebuild them and sell them to some other line, but the point I want to make is this: if the Terminal, Wiggins or the Iron Mountain think they are entitled to some consideration for handling these cars, they should have made application to this Association.

Chairman: The consideration is: That they are handling these cars on a revenue basis. They, therefore, take the risk and cannot refuse to be responsible for damage occurring to these cars through their own neglect.

Mr. Coakley: These are empty cars billed to an industry



on our line and they are unsafe to handle. I believe under the Interchange Rules we have the right to refuse them. They are not loads. It is not our intention to be arbitrary but to arrive at an understanding where we will be safe.

Mr. Kearney: I offer the following motion: That the matter be referred to the Executive Committee, Interchange Car Inspection, for their recommendations.

Mr. Hannauer: I second the motion, and in doing so I want to ask just one question: In case you wreck such a car what do you expect to pay for it; scrap price or do you expect to pay for the car less its depreciated value? ●

Mr. Kearney: I would expect to pay for the car in accordance with the M. C. B. Rules. You have got to consider the fact that the industry buys these cars either for destruction or to rebuild them. It is a legitimate business and we have got to protect them.

There was quite a little discussion on this point, Mr. Hannauer contending that settlement should be made on a scrap basis.

Chairman: If it is the pleasure of this Association, I think we would be enlightened somewhat by hearing from Mr. Waughop on this question.

Mr. Waughop: M. C. B. Rule 2 says, "Cars offered in interchange must be accepted if in safe and serviceable condition, the receiving road to be the judge in cases not provided for in Rules 3 to 56 inclusive."

Rule 125 says, "A car unsafe to load on account of general worn-out condition, due to age or decay, shall be reported to its owner, who must be advised of all existing defects. If the owner elects to have it sent home, he shall furnish two home cards, etc."

Our present Interchange Rules permit the receiving line to reject any car not safe to go over their line, if empty, providing the car did not originate with them. They would be unquestionably responsible for additional damage, above that



specified on the home route card, or for damage done by them.

Mr. Hannauer: I think the discussion has served a good purpose.

After some further discussion Mr. Kearney's motion to refer the matter to the Executive Committee for their recommendations, was put to vote and carried.

### **Interchange of Foreign Empty Cars.**

Secretary reads:

Terminal R. R. Association of St. Louis.  
St. Louis Merchants Bridge Terminal Railway Co.  
St. Louis, March 14, 1906.

Mr. J. Rothschild, Sec'y,  
Central Association of Railroad Officers,  
St. Louis.

Dear Sir: Please note attached correspondence, relative to failure of various lines to apply home route cards. You will note our Freight Agent advises that hardly any of our connections are applying home route cards to foreign cars before making delivery to connections. We are applying as many as we can with our present force, but on account of our connections not adhering to instructions in regard to applying home route cards if we attempted to home route all such cars handled by us we would have to put on additional force.

It seems to me that this matter should be agitated with members of the Central Association in view of having all roads comply with rules literally and without exception, as suggested by Mr. McArdle.

After noting please return, advising if you will bring the matter before the Association at their next meeting.

Respectfully,

(Signed) J. J. Coakley,

Superintendent.

Mr. Taussig: We have a rule covering that point and I

believe it has been further agreed, when they were put into effect, that in case any line failed to carry out the rule, the attention of the Superintendent of that line is to be called to it. I do not know if we are implicated, but if we are, we received no communication from Mr. Coakley to that effect.

Mr. Aylesbury: In the last forty-eight hours I have addressed messages to the C. B. & Q., Frisco, Missouri Pacific, Wabash, M. & O., K Line and I. C. about 173 cars that were delivered to us—empty foreign cars—not belonging home this way. It is absolutely impossible for us to handle cars promptly if everybody is going to dump their foreign empty cars into the Terminal and Wiggins' yards. It appears to me it is an imposition for another line to bring foreign cars into St. Louis or East St. Louis and deliver them to us indiscriminately. We all know business has fallen off in the last ten days and unless something is done at once, we will be the dumping ground, as we have been for years gone by, for all the empty cars that show up in this vicinity. It seems to me these cars should be watched and not dumped onto the Terminal or Wiggins unless they belong to them. I hope some action will be taken to remedy this.

Mr. Kearney: Conditions alter a man's view considerably sometimes and I do not know that both the Terminal and the Wiggins are partly responsible for the conditions which exist. There has been a period during the past six or eight months when a box car was a box car to them and they did not care to whom it belonged, just so they got a box car, and they would not hesitate to misuse Illinois Central, Iron Mountain, Missouri Pacific, or anybody else's box car. Now, that condition in the past six months is responsible for the present condition. On account of business falling off, Mr. Aylesbury has more box cars than he wants, but for the last six months he did not get enough, and all that it requires now is to simply bring the matter to the attention of this Association.

Mr. Taussig: I want to supplement Mr. Kearney's remarks by an actual experience that I've had. I was in our Luther Yard yesterday when a Bridge drag pulled in there with

three empties. My yardmaster told me that was the fourth time they had been returned by the Terminal. I took the cards off of those cars and found our Car Record office had given disposition of the cars and that Mr. Aylesbury's office had been notified that the cars were returned twice before that, and still they were returned again. On another occasion I wrote to Mr. Coakley in regard to seven Wabash cars loaded out of Cupples Station for the M. & O., Southern and other lines; told him it was my understanding to absolutely respect equipment of the tenant lines. His reply was to the effect that this would even itself up, as the other fellow's cars were frequently routed over our line. Mr. Kearney struck the keynote in saying that the Terminal itself has been responsible for this condition.

Mr. Aylesbury: I have to take issue in regard to the Terminal misusing cars. I have handled the distribution of cars on the Terminal and Wiggins for some time and I am ready to say that we have not misused cars. It is true that some of our connections took cars that were on our rails—deliberately yanked them off. Outside of the cars handled at Cupples Station, I am here to say that we have not misused cars. These foreign empties coming in here are cars that do not belong to us and it is just simply the result of failure to go over the records to find out where the cars belong.

Mr. Somerville: Some time ago we were charged by the Wiggins Ferry as being the only line that was not using home route cards and I am glad to note that there are some others. I want to take up the Terminal side on the misuse of equipment. I traced a good many cars this year and I found very little misuse of our cars on the Terminal, once in a while an occasional car. I found the Cupples' situation. We found some of our connections were misusing our cars, the Wabash as bad as anybody. They took some of our furniture cars and loaded them to Kansas City; but the Terminal have misused our equipment very little. I think the objection, strongly, is the damage to equipment. You cannot switch an empty car around the St. Louis Terminals without

damaging it to considerable extent and this additional damage we are paying, the Terminal as well as ourselves.

Chairman: In a broad way is not all of this chargeable to variation of traffic, or increases and decreases in which we all participate more or less, and therefore ought to be willing to atone for our sins in taking some of the burdens, when all box cars and all coal cars do not look alike?

Mr. Moore (Frisco): I would like to ask Mr. Aylesbury if any of the cars you refer to were cars terminating at St. Louis or East St. Louis?

Mr. Aylesbury: No, sir, we take all such cars. The cars I have reference to are foreign cars of roads not terminating here.

Mr. Moore (Frisco): It does not look reasonable that a Railroad Company would handle a car four or five hundred miles in order to dump on the St. Louis Terminals, when the car does not terminate in St. Louis or East St. Louis. We might receive these cars at Thebes or Memphis loaded to a point out here at Pacific or Valley Park. When made empty cars are forwarded to St. Louis for home to the I. C. or Southern, as the case may be. It is up to the Terminal to see that these tags are properly applied and they can reject cars when they are not applied. It is not probable that the card will remain on a car for six or seven months, but when it comes back to these Terminals from a point seven or eight hundred miles on our line, it is natural to presume that it carries a home route card or we would not give it that mileage. The Terminal should not set that car back immediately without looking up their record.

Mr. Kearney: I move that the Secretary be instructed to call the attention of all Superintendents to this matter, and that they be requested to live up strictly to the rules in regard to the delivery of cars foreign to St. Louis.

Mr. Moore (M. & O.): I second the motion.

Carried.

**Report of Committees.**

**Report of Executive Committee, Interchange Car Inspection.**

Secretary reads:

St. Louis, March 30, 1906.

Mr. E. Ryder, President, St. Louis Division,  
Central Association.

Dear Sir: The Executive Committee convened this date in private dining room, Union Station, 10:00 a. m., the following members being present: Messrs. B. W. Moore, J. E. Mechling and J. J. O'Brien. Visitors: Charles Waughop, Chief Inspector, Mr. J. H. Hohl, Sup't National Stock Yards, Mr. Geo. Hannauer, Sup't Wiggins' Ferry, and Mr. Wm. Bawden, Master Mechanic, T. R. R. A. In absence of Chairman E. W. Moore, Mr. B. W. Moore occupied the chair.

**Admitting Packers to Interchange Agreement.**

Mr. Hannauer, a member of the Special Committee appointed two months ago to confer with the packers at the National Stock Yards, stated that the packers have since signified their willingness to have the Chief Inspector, or his authorized representative, decide all cases, providing such decisions were rendered strictly in accordance with the Master Car Builders' rules, and he argued in favor of the acceptance of this proposition for the consideration of the Committee.

After due deliberation the Committee decided to take no action at this time toward recommending the adoption of this proposition, deeming it best for the present at least to let inspection matters at the Stock Yards continue as they have been. To that end the following resolution was adopted:

**Resolved,** That pending other arrangements, the Chief Interchange Inspector or his authorized representative, be instructed to continue his visits to the packing houses at the National Stock Yards for the purpose of settling cases as he has for the past three



months, with the further instructions that he eliminate the amendment adopted June 9, 1905, relative to missing material, and treat the private car lines at that point, so far as missing material is concerned, in accordance with the M. C. B. Rules.

#### **Defective Safety Appliances.**

The Committee once more discussed with the Chief Inspector the proper interpretation of the Safety Appliance Act and the importance of keeping in harmony with Government officials on this score.

#### **Instituting Joint Inspectors at Interchange Points.**

This subject was referred back to the Sub-Committee for additional information as to cost of the present plan, and cost to each line under the proposed plan at each of the various interchange points.

#### **Demand for Cards for Non-cardable Defects.**

Chief Inspector presented a list of private line cars on which defect cards were demanded by the owners for trivial defects which under the local interchange rules are not cardable. Authority was given for the issuance of the cards.

#### **Appeals.**

The Committee is pleased to call attention to the fact that not a single member appealed to them during the past thirty days on decisions, indicating that things are running smoothly.

After thorough discussion of various other matters, not necessary to include in this report, the meeting adjourned at 1:00 p. m.

Respectfully submitted,

B. W. Moore,

Chairman pro tem.

Mr. Kearney: I move that the report be approved.

Mr. Hannauer: I second the motion.

Carried.

### **Transportation of Explosives.**

Secretary reads:

St. Louis, April 12, 1906.

To the Members of the St. Louis Division,

Central Association of Railroad Officers.

Gentlemen: Your committee has looked into the matter of transportation of explosives, as far as East St. Louis and St. Louis are concerned, and hereby reports that Section 714, Revised Ordinances of the City of St. Louis, contain the following, relative to the handling of explosives:

No person or corporation shall hereafter be permitted to store or keep within the limits of this city any giant powder, dynamite, nitro-glycerine, gun cotton or other similar explosives, except gun powder in quantities greater than thirty pounds.

Section 18. No person shall carry gun powder, giant powder, dynamite, nitro-glycerine or blasting powder on any vehicle in any part of the city unless same shall be secured in kegs, boxes or canisters sufficiently close to prevent the grains thereof from falling out and be laid open and covered with sheets of canvas or other cloth.

Section 20. Any person who shall knowingly bring within the corporate limits of the city any quantity of explosives concealed in a box, barrel, parcel, package or other thing marked and purporting to be other than explosives shall be deemed guilty of a misdemeanor.

Section 22 provides that all such explosives kept, stored, removed, transported or exposed within the city or unladen from or laden upon any steamboat, vessel or railway con-

trary to the foregoing provisions, shall be seized by the Marshall and sold.

Your committee also finds that Section 411, 412 and 413 of the Revised Ordinances of the City of East St. Louis have about the same provisions as those set forth in the Revised Ordinances of the City of St. Louis.

Find also that the transportation of explosives by St. Louis lines is subject to the conditions prevailing on each individual line, roads that have a large amount of explosives to transport making special arrangements therefor. The Terminal Railroad Association of St. Louis, which probably handles the largest amount of powder in carload lots, requires that cars containing explosives be placed in train not less than five cars from forward end, nor less than five cars from rear end and will not handle any powder for delivery to consignees on its rails, nor any powder in less than carload lots, nor any outbound shipments of powder, except when loaded at their warehouses, for shipment to their connecting lines, to be accepted only on stated dates, which dates are fixed by their various connections over which the explosives are to be shipped. Carload shipments handled by that Association between its connections are accepted by it at any and all times.

Your committee has no exceptions to make to the proposed regulations of the American Railway Association, governing that Association's circular No. 616, which was approved at the meeting of that Association held in Chicago, Ill., on October 25th, and recommend that those regulations be adopted and followed out, except in such cases where they conflict with state or city ordinances.

Respectfully submitted,

J. J. Coakley,

Chairman.

John Fitzgerald,

B. W. Moore,

Committee.

Mr. Kearney: I move that the report be accepted.

Mr. Hannauer: The report is all right as we want to



live to A. R. A. rules, but I thought it was going to be expected of this Committee to work out a scheme to insure the carrying out of the rules. As I understand the report of the Committee of the American Railway Association, a sort of bureau was to be organized to inspect these explosives and see that they are carried in accordance with the A. R. A. Rules. Either a new bureau was to be organized or some existing bureau was to take charge of the handling of it, but I understand from the report that each line is to look after it for itself. I think there ought to be organized inspection for this work.

Mr. Kearney: I understand the report to read that the present conditions are satisfactory. We have rules for handling of explosives and we have organizations to operate railroads and the handling and inspection is taken care of by such organization.

Mr. Taussig: I second Mr. Kearney's motion.

Mr. Coakley: The Committee at one time thought that the Freight Inspection Bureau should take charge of it, because sometimes explosives are handled as some other articles, but concluded that each road should take care of its own business.

Chairman: We would like to hear from Mr. Wells, President Local Freight Agents' Association.

Mr. Wells: Mr. Chairman, the railroads as a rule issue instructions to their local agents, showing how high explosives shall be handled. So far as our company is concerned we have had instructions as far back as I can remember. In the handling of high explosives through the freight house, we have two days in each week set apart for that purpose and the cars are labeled at both ends and on both sides with a large placard, reading: "HIGH EXPLOSIVES. HANDLE WITH CARE, etc." Car load shipments are similarly labeled and there is a local rule in effect here that was passed by the Local Freight Agents' Association and approved by your body that carload shipments of high explosives shall be handled through these Terminals the same as perishable freight.

Chairman: My understanding is that the agitation of this

whole question originated about the time of that serious accident in the east, in which there was a large amount of high explosives involved.

After some further remarks on this subject Mr. Kearney motion that the Committee's report be accepted was put a vote and carried, the understanding being that each room would look after the matter individually.

There being no further business, upon motion duly made and seconded, the meeting adjourned at twelve o'clock.

E. RYDER,

President.

J. ROTHSCHILD.

Secretary —

## KANSAS CITY DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at Coates House,  
Monday, April 9th, 1906.**

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The meeting was called to order at 2:00 p. m. by the President, Mr. J. P. Cummings, with the following representation:

A. T. & S. F. Ry. ....	H. W. Sharp.....	Superintendent.
C. & A. Ry.....	W. M. Corbett.....	Supt.
C. B. & Q. Ry.....	J. P. Cummings...	Supt. Terminals.
C. G. W. Ry.....	G. M. Jordan.....	Com. Agt.
C. M. & St. P. Ry.....	J. S. Adsit.....	Supt.
C. R. I. & P. Ry.....	G. W. Rourke.....	Supt.
C. R. I. & P.....	N. D. Ballantine..	Supt. Car Service.
K. C. Belt Ry.....		Not represented.
K. C. N. W. R. R.....	R. P. Isitt.....	Agent.
K. C. Southern Ry.....	F. S. Rawlins.....	Supt. Trans.
L. K. & W. Ry.....	G. N. Curtis.....	Agent.
M. K. & T. Ry.....	A. D. Bethard .....	Supt. Trans.
Mo. Pacific Ry.....	E. A. Gould.....	Gen. Supt.
Q. O. & K. C. R. R.....	W. H. McHattie..	Car Service Agent.

St. J. & G. I. R. R. .... C. E. Hedrix ..... Train Mast ~~er~~.  
St. J. & G. I. R. R. .... T. T. Gibbs ..... Age ~~nt~~.  
St. L. & S. F. Ry. .... J. H. Ashley ..... Supt. Car Servi ~~ce~~.  
St. L. & S. F. Ry. .... J. E. Hutchison .... Supt. Termina ~~als~~.  
Union Pacific Ry. .... G. N. Curtis ..... Age ~~nt~~.  
Wabash R. R. .... R. L. Milton ..... Age ~~nt~~.

The following representatives from the Mechanical ~~D~~ ~~ep~~  
partment were present:

St. L. & S. F. Ry., ..... Jno. Forster ..... M. ~~W~~.  
Mo. Pacific Ry. .... C. L. Peebles ..... F. C. ~~W~~.  
F. W. Trapnell, Chief Interchange Inspector, Kansas City, M ~~o~~.

President: The minutes of the February meeting ha ~~ve~~  
not yet been approved. They have been printed and sent ~~to~~  
all members. If there are no objections, they will stand a ~~ppro~~  
proved as printed.

As the minutes of the March meeting have not yet bee ~~n~~  
printed, the approval will be laid over until the next meetin ~~g~~.

### Better Education of Railroad Men.

President: We have with us today, Mr. Fred C. Runk ~~e~~  
of the National Military Home at Leavenworth, Kansas, wh ~~o~~  
will address on "The Better Education of Railroad Men."

Mr. Runkle: The opportunity to renew old acquaintance ~~s~~  
and friends as well as make new ones is greatly appreciated ~~-~~.

**ADDRESS**

by

**FRED C. RUNKLE**

on the

**BETTER EDUCATION OF RAILROAD MEN.**

Mr. President and Gentlemen: Your invitation to present for consideration a plan contemplating the Better Education of Railroad Men I accepted, deeply sensible of the great honor conferred, and the universal importance of the subject involved.

An experience in excess of twenty years in the service of railway companies, both East and West, embracing the Transportation, Traffic and Accounting departments, bringing me in touch with all classes of employes in the several departments, afforded ample opportunity, which to the best of my ability was improved, to study and observe the needs of the men, as well as to investigate and note the effects of technical education and training thus far developed in this field.

The subject of Better Education of Railroad Men presents a wide field for work and one as yet but little cultivated. Especially can this be said of our country. In Great Britain and some of the Continental Countries, however, considerable progress in this respect has been attained. In Russia, the State railroads have, for some time, been operating a compulsory system of technical education and training for employes, which, in its results, has not been so satisfactory as desired. The plan contemplated a five years' course, three of study and two for practice, upon the completion of which the student, passing satisfactory examinations, finished the course. The curriculum was very extensive embracing an excess of twenty-four studies, viz: Church History, Arithmetic, Land Surveying, Geometry, Telegraphy, Locomotive Running, Metal Working, Railroad Organization, etc., etc. A defect, later revealed, is in the method of promoting, served to nullify to a certain

extent the good effects of the plan, viz.: Graduates of this school were not permitted to advance farther than to positions corresponding to shop foreman in this country, the consequent result being that in 1899 there were six thousand of such graduates, while but four thousand were actually employed, the others finding more profitable employment in other fields of labor where their services were in greater and more numerous demand. Positions higher in the scale than for a man, and this does not include general foreman, were filled by young men from the Universities who had attained to the degree of engineer. This defect in the plan was recognized by the Government, and under the conduct of Prince Hilko, bearing the authority of the Emperor, the plan was to be radically changed, among the most important modifications being the elimination of the compulsory feature and making it entirely voluntary.

The effect of technical education in Europe is both interesting and instructive.

Napoleon defeated the Prussian army in 1806. The Prussians, smarting under defeat, determined to regain their power by cultivating the intelligence of the people and instilling patriotism through the public education. Result—the battle of Waterloo. Moltke, Field Marshall, declared, “The schoolmaster has won our battle.”

The German Commissioner of Exhibits at the Philadelphia Centennial, finding Germany excelled by a few other nations in the field of Art and Industry, cabled Prince Bismarck, “Our goods are cheap, but wretched.” Twenty-six German states, in their determined German way, resolved at once to try the Prussian plan of regaining ground through the education of the people. The states agreed to furnish instructors for all the industrial schools that the communities would build and equip. Seventeen years later, at the World's Fair (Chicago) Germany led all nations.

Germany, on first realizing her inferiority, made diligent investigation. She found that the requisite technical knowledge was lacking among the laborers, and that every industry, if successful in the World's markets, becomes so through

technical knowledge and ability developed in the community by years of skilled labor. These German commissioners, investigating the causes of the inferiority of German manufacturers, found that the excellent results of French art, industries and textiles were not owing to the talent of the French laborers so much as their thorough schooling and training in manual labor.

But to return to our country. We are not without some results along this line. However, what has been accomplished is due more to the enterprise of our technical schools than otherwise, conspicuous among which appears the one for Locomotive Enginemen and Firemen at Chicago, the International Correspondence School at Scranton, Pa., and the Railway Educational Association, New York. The Chicago School attempts to furnish a plain, practical course, covering the mechanical construction and operation of an engine, in addition to taking up the latest works and road practice. The Scranton School is on a larger and broader scale; in addition to taking up the subject of the education of enginemen and firemen, it covers that of trainmen. The New York school provides courses for enginemen, firemen, mechanics, trainmen and trackmen respectively.

The field has scarcely been touched by the Railway Companies. What little has been accomplished is attributable to individual enterprise and enthusiasm of department officers in the main, rather than by arrangement of the companies proper. Conspicuous in these movements appears the system of instruction and examination introduced by the Auditing Department of the Pennsylvania Lines west of Pittsburgh, some twenty years ago, requiring all passenger conductors then in the service to prepare themselves and pass this examination. All those promoted to those positions after that time were required to pass the same examination. This immediately raised the standard of intelligence by which the passenger conductor's ticket work was handled. It also raised the standard of the men selected for promotion to these positions and naturally threw better men into that line of promotion. It

was handled so nicely that the men themselves were in favor of it.

The Baltimore and Ohio Railroad, in 1885, made a start to develop its men, providing a technical school for the shopmen and reading rooms for the others. The school was closed two years later owing to the financial distress of the company and later the reading rooms were closed because they were not used. At the Mt. Clare shops the company fitted up a library of ten thousand volumes, supplying the best literature on all subjects, including technical and scientific, which was always accessible and yet seldom used. At Garrett, Martinsburg and Keyser the same indifference was encountered. It might be added that corresponding efforts of other corporations in opening and conducting reading rooms have resulted similarly. The most satisfactory experiment generally observed is the air brake instruction car fitted up and properly manned with competent instructors and sent out to various junction points and terminals, instructing enginemen, firemen and trainmen in the construction and manipulation of air brakes. This method, supplemented by the use of the Railroad Y. M. C. A. facilities to the extent of installing such apparatus in their rooms when occasional lectures and demonstrations similar to those in the car are given, represents the most substantial and permanent progress accomplished by the railroad companies proper. The auxiliary aid rendered through co-operation with the R. R. Y. M. C. A. cannot be too highly commended.

Records of movements of lesser note, both by individuals and companies, obsolete as well as extant, are available, some of which will be touched upon later.

Reviewing the history of these movements in the United States, separately and collectively, there does not appear evident any attempt at general organization, i. e., to introduce and operate a system embracing within its scope all employes in the railway service. In this country, where the little red school house has proven the keystone in the arch of American culture, as well as industrial development, one is at a loss to understand why railway companies would stop with the



mere training of one branch of the service, when those results were of such significance as to recommend its general adoption.

Having respect for all movements, past and present, of whatever degree of success achieved, it is evident, however, that no plan will have met the demands of the situation until each employe, to whatever class or department he may belong, shall be afforded equal opportunity to develop and determine his highest capacity and ability to meet the maximum requirements and that no plan will ever attain the desired end that does not contemplate every employe in its scope.

Further investigation of past and present methods reveals an omission of vital importance, viz., a failure to incorporate the element of mutuality in the plan, whereby the employe would appear as an essential factor to the success of the undertaking. Human nature is very susceptible to the influence of personal pride, hence if left out of any movement in which it would appear he were an important factor, or is to be affected, and yet not mutually considered, the success of that plan or scheme is seriously handicapped or jeopardized to that extent.

To fully meet the requirements as at present comprehended, an educational system embodying the provisions outlined in "Railway Employes' Mutual University Extension," (\*) is presented:

#### IDEA.

To inaugurate and conduct a system of general education bearing on railway subjects solely, extended to all employes engaged in such service.

#### PLAN.

Mutuality shall be the basis of the plan, in order to render the scheme of sufficient cohesiveness as to appeal to, hold and secure the co-operation of the employe.

\*Paper published by Fred C. Runkle.

### ORGANIZATION.

The organization contemplates embracing all the larger railway centers, easily accessible from the smaller localities by attendance of the employes living at the smaller places upon the sessions held in the larger centers, and by means of the Correspondence system.

### CURRICULUM.

The curriculum shall be divided into three sections, viz:  
General.

Groups.

Special.

**General.**—It shall be the purpose to maintain exhibits, teach and discuss topics and subjects of general interest to employes; commanding the attention and attracting an attendance from various departments, making them of such interest and value as to render attendance essential from a self-interest standpoint, in order to keep in the race with their fellows.

For Example—A study of the map of the system; the topography and geography of the country traversed by the lines; Organization of railway systems—sufficiently to emphasize the relationship between employer and employe—the interdependence of the one upon the other; Terminal Facilities—their arrangement and connections; other connections, general; methods of transportation—primitive, progressive and present. Many other subjects of a kindred nature, to be handled by competent lecturers, creating discussion at the conclusion.

**Groups.**—Subjects appealing to two or more, but not all, department will be embraced within this classification.

For Example—Lectures upon and discussion of the best methods of securing business—emphasizing the importance of careful and proper handling, and the best system of checking, loading and unloading freight; causes of over, short and damage, and various other kinds of claims, which employes may control by intelligent action, together with remedies

therefor. Such, and many other similar subjects interesting Traffic, Transportation and Motive Power men. Air brakes construction and manipulation, Book of Rules and General Train Movement of interest to trainmen, enginemen, dispatchers and telegraph operators, and others in a greater or less degree. Many subjects interesting other departments than those cited above, and provided for in the Curriculum—the above being mere citations taken therefrom, and not intended to be understood as embracing it in detail.

**Special.**—Subjects appealing especially to separate departments.

For Example—Engineering and Mechanical Problems; Distribution of Accounts; Rates, Divisions and their application; Routing of Passengers and Freight; Trackwork of a major and minor character, other than embraced in Engineering, cited above.

The above division of the work will be accomplished in detail in the organization of the work.

The foundation of any building must conform to the requirements of the superstructure; likewise a plan of education and training of such vital essence, universal in application and permanent in character, must be so well grounded in the policy and economic policy of railroad companies as to insure its cordial and unanimous support. To this end it should be adopted as the **Educational Department** of the railroad company or system, ranking in importance and receiving the same support and co-operation from all concerned as is rendered the other departments.

The organization alluded to in the foregoing outline from “Mutual University Extension,” will thereafter be in order for development.

The realization of a complete organization should be after the following order:

**First:** A Chief Educational Director, in charge of all educational matters pertaining to the entire road or system affected.

**Second:** Assistant Educational Directors, corresponding in number with the Divisions comprised in the system.

The Chief as well as his assistants should be chosen with respect to their particular fitness as educators and organizers of large propositions. Railroad experience and knowledge will be valuable but not essential in their equipment at the start.

Further developing this organization, the Chief Educational Director should form a Cabinet, or Executive Committee, consisting of one member from each of the various departments. The Assistant Directors should likewise organize the Divisions, thus affording a representative from each of the departments on these Committees.

The preliminary organization having thus far been effected, the Chief Committee, or Cabinet, and Divisions Committees, or Cabinets, will be in order to effect further practical development of the plan.

The arrangements for suitable buildings and necessary equipment, including apparatus, scientific books and all necessary literature, is a detail properly belonging to the judgment and discretion of the Committees, based upon the conditions and environments creating the requirements of particular railroads.

These outlines have been briefly sketched, keeping constantly in view that important element necessary to be considered in the instruction of any innovation increasing the liabilities of an industry, private or corporate, viz., The Cost.

Any organization of Capital, in whatever line of business, hesitates a long while before increasing its expenses unless direct increased earnings can be seen; and so it has been, and so, no doubt, it will be in the matter of education of railroad employes.

One of the large railroad companies of this country having in view some such plan as this, as a preliminary step toward organization appropriated the sum of \$250,000.00, to be available in providing buildings and equipment at twelve of the most prominent and desirable points on the system. It was planned by these stations and the auxiliary means to be supplied, to reach an aggregate of 30,000 employes. The budget necessary for current expenses, including salaries, traveling

expenses, new literature as required, etc., together with other fixed charges, viz., interest on investment and depreciation, was figured at about \$70.00 per annum. The scheme has never yet been developed to the point of introduction, why, I am unable to state.

The plan contemplated co-operating with the R. R. Y. M. C. A., both participating in the expenses as well as benefits. The railroad company as well as the Association were to preserve their identity, but the railroad company to dictate in a major degree. All Association features were to be preserved and developed as far as consistent, but nothing was to be done to intrude the religious idea, nor any attempt to prevent its natural development be exercised.

The probability of cost would be variable, being subject to location and conditions. I am inclined to the opinion, however, that the foregoing figures are high, rather than low, as their plan calculated a large expense account for salaries, such as that embraced in faculty, talent and traveling expenses, which the plan I suggest contemplates at a very much reduced basis and a constantly decreasing schedule, to the accomplishing of which the mutual feature again emphasizes the value of my plan, which contemplates utilizing home talent to as large a degree as possible, free or at a minimum cost, at the same time encouraging the employees in mutual assistance.

To illustrate: There are in the employ of every large system, scores of trained minds at the head, or associated with departments, who should be available for lectures or addresses upon subjects pertinent to their department. These officers would doubtless contribute their services gratis for the good of the institution, as well as advancement of their departments. Further, the plan has for its object the awakening of the spirit of investigation, research and discussion, all of which, properly utilized, will prove valuable material to be availed of.

The first cost of any institution is not a fair determination as to the real value of a thing of merit. Many of the results of education are in the abstract and incapable of being meas-

ured, scarcely estimated. For example: To correct the conditions causing the vast number of over, short and damaged claims, that absorbs such an unwarranted amount of revenue properly belonging elsewhere, who shall estimate its value, or aver proper instruction, training and development, would not correct a vast percent of it, if not in time all. The wastage of supplies throughout the several departments, which proper education will eliminate, alone would justify, to say nothing of the improved conditions otherwise attending such economy. The numerous delinquencies in service now apparent, or otherwise, on the part of the employe, would then be appreciated, the remedy suggested and applied and the service improved, with a corresponding gain in revenue. The possibilities are so great—the improvement to be realized so vast, as to beggar description and eliminate the slightest doubt as to its economical wisdom.

To summarize: The intelligent co-operation desirable between officers and employes of all classes is the chief requisite essential to the realization of the ideal service, to consummate which, universal and permanent general education and training pertinent to the subject matter is indispensable.

Let us indulge our fancy in the realm of the ideal; a complete organization has been effected to the degree of smooth working order. The general class is in session, the subject under consideration, being Terminals and their Connections. A large map has been exhibited to the scrutiny of the class. At the lecturer closely followed as he proceeded to the end. At this point, to make more practical, the session is adjourned to the actual field; a train of open cars, properly fitted up for observation, stands at their service. The class availing themselves thereof are taken over the Terminals—on each car being a competent authority to instruct the class, so that a thorough knowledge, oral, map and field is obtained. Apply such a plan to all general instruction, modifying as the occasion demanded, and who shall question the gain. The advantage of utilizing spare time, Saturday afternoons or Holidays when practicable, will suggest itself.

Take a class for office men. Accounts for example: An

auditor acting as lecturer, seeking to better establish uniformity in the manner of the preparation of such papers, assembles all interested employes and in a lecture sets forth the principle and manner of achieving results. Discussion is invited on the part of all and probably, to the agreeable surprise, valuable information is adduced.

Apply this to road work. It may be desired to have a uniform working knowledge of the value of fuel. Instead of sending a specialist out on the line with each engine, as many of the enginemen and firemen as can be assembled are brought into a class in the roundhouse, where in full view of an engine, the instructor gives a chemical analysis of the coal, followed by a demonstration (assisted by one of the firemen) of firing. The action of the steam gauge is absorbed and notes taken by all present. In this class, as in all others, the freest discussion is invited and encouraged. At first employes may be a little shy, but soon self-interest will assert itself and all timidity will be thrown off.

Again to summarize. The tendency of this mutual programme is to awaken the keenest interest, call out the best qualities and promote the desired ends. It is as a train all ready to start. Steam is up and the train ready to go. A signal is given, the engine slowly starts, then the first car, followed by the next—the power, as it were, is handed from the front end of the train through each car to the rear—all interdependent.

**The employes' profit** is so apparent, it would seem to be a waste of words and time to emphasize it. However, we note the general advantages most conspicuous, i. e., the opportunity to gain so liberal an education will be an inspiration for rendering the very highest class of service, assured of timely award. It will, also, establish permanency of service, by identifying the employe as a positive factor in the operation of the business. This transforms him from a "rolling stone" to a progressive employe and a valuable citizen. Permanency of service is one of the most valued attributes in employes.

**As for the company's profit.** As in the employe's case, language is too poor to adequately estimate. Prominent among

the many advantages will be the unifying effects that will be produced by a proper understanding of conditions and interests affecting employers and employed alike, for it must be admitted that a spirit of antipathy exists in a very large degree between employes of one department for those of another, unwarranted and extremely detrimental and expensive to the companies. For example, a lack upon the part of employes of one department to properly understand or estimate the value of the services of the employes of another department. Rather should it be understood that "there is no such a thing as general superiority in the service," although there may be superior ability and service. To effect this would be worthy the expenditure of great effort. Such a result this plan of education is designed to accomplish.

Attending this higher education will come also, an appreciation on the part of the employe of the true relationship existing between himself and the company, which no false doctrine of an agitator can overcome, it being an established fact that the larger percent of labor troubles grow out of ill-conceived notions obtained second hand from the "organizer." Simultaneous with the passing of the labor agitator's occupation, will disappear the influence of the Granger or Anti-Railroad Legislator. In view of the fact that nearly one tenth of the voting population of this country is composed of railroad men, with a full understanding on their part of the mutual interests involved in such questions attending this higher education, will come a power destructive of the influence and occupation of the demagogue.

Contingent upon the realization of an ideal is the demonstration of its practical development and utility. We are indeed fortunate in having a striking illustration of the feasibility of our scheme in the experience of Mr. J. M. Lindley, Road Foreman of Engines, Main Line Division, T. H. & I. R. R., Terre Haute, Ind. Mr. Lindley has for several years given considerable thought to this subject. In April, 1898, he took the subject up with the Chicago Correspondence School with a view of having the 85 engineers reporting to him take up the Chicago School's course of instruction to Enginemen. On



getting into the matter he found the best results could not be obtained by having the men study the questions and answers individually and conceived the plan of having one large class, which would meet every Sunday a. m., in the basement of the Union Station, Terre Haute. Some of the more intelligent enginemen took very kindly to this plan and enlisted quickly and heartily. Quite a number held back to see what was going to happen, and still others worked secretly against it. This was the first class of its kind in the country, and it was hard to eradicate the idea that it was simply a scheme of the company that would in the end result in disadvantage of the men. Mr. Lindley, however, made the class attractive by having the lessons illustrated by blackboard and laboratory accompaniments, and as each part of the locomotive came up for study he endeavored to have a lecture on that part by the best posted man he could obtain. In this way during the course, the following named gentlemen delivered lectures: Mr. S. J. Kidder, of the Westinghouse Air Brake Co., two lectures on air brakes; Mr. Strickland L. Kneas, of the Seller Injector Works, one lecture on injectors; Mr. G. A. Bishoff, of the Nathan Mfg. Co., two lectures on lubricators; Prof. John P. Peddle, instructor on Machine Drawing and Design, Rose Polytechnic Institute, two lectures on valve motion and running gear; Mr. Whiteley, of the Brooks Oil Co., one lecture on oil; Mr. J. F. Schwed, senior class of civil engineering, Rose Polytechnic Institute, one lecture on Railway Signaling; Prof. John W. Shepherd, instructor in Chemical Laboratory, Rose Polytechnic Institute, one lecture on coal; Dr. C. L. Mees, President Rose Polytechnic Institute, one lecture on heat and the use of steam. In addition to these, Mr. Lindley himself gave frequent talks to these Sunday a. m. classes, as did also the roundhouse foreman, Mr. T. N. Gilmore.

The results have been most pleasing to those who have had an opportunity to see the advantages of this work. All of the men on that Division (The Main Line) are now heartily in favor of it; those who first declined to enter the class and those who were unable to do so, either from financial reasons or from being so located in their work on the road that they could not

reach these classes frequently enough to compensate them for joining, at the end of the year asked Mr. Lindley to start another class so that they might go over the same ground, many of them feeling that they were at a disadvantage in running engines, compared with those who thoroughly understand the machine. There should be an examination and promotion ahead of men to induce them to exert themselves and put forth that portion of their energy which is most valuable.

Mr. C. W. Woods, Chief Clerk to the Superintendent of this same Division, has also shown a commendable interest along a similar line, especially among the agents at local stations. He prepared a series of questions and answers concerning station work. The questions in sets of ten each were sent simultaneously to the agents with requests that each question be fully answered; after the answers had all been received, the proper answers or instructions were sent to them. Other instances could be cited, but it is believed that these are sufficient to establish the practicability of the scheme, were such evidence really required. I believe, however, that the most convincing evidence of its utility is found in the present increasing demand for some general system of education throughout all departments. A railroad company some time ago announced by circular that a system of instruction had been inaugurated at its principal shops. The offices were immediately besieged by applicants for admission whose social status, scholarship and culture were superior to anything found among the 147 apprentices then in the service and who were then examined under the terms of the circular. The young men who think for themselves will seek employment where they can be taught, not only that they may become efficient brakemen, good blacksmiths or machinists, but with the hope that the railway company, taking an interest in them, as it must when it undertakes to instruct and train them, will thereby aid them to become passenger conductors, the foremen of blacksmith shops, the Master Mechanics, Station Agents, Division Officers and on through all the branches of the service.

From every section of the country comes evidence of this increasing demand. The Motive Power Department of the

Grand Trunk Ry. has instituted an apprentice course in their shops. From the same department on the New York Central comes similar information.

One of the claim agents on the C. C. C. & St. L. Ry., in 1904, read a paper before a body of railroad men relative to losses of revenue on account of over, short and damage claims which grew out of improper handling of freight by employes; before the copy had come from the printer the supply was exhausted and so great became the demand, owing to railroad companies procuring them in blocks and distributing them among their men, that an enormous issue was supplied.

Railroad Companies of America have excelled the balance of the world in railroad expansion, such as track mileage, development of power and rolling stock and many modern facilities. The time is ripe for American genius to push to the front in organized, systematic education, that will establish the American Railway System as the most elaborate, scientific and perfected industrial development of modern times.

President: I feel that this Association has been greatly honored by Mr. Runkle. If there is any one who has any remarks to make upon Mr. Runkle's address, we would like to hear from him. The Missouri Pacific Railway, I understand, is developing something along this line in their Local Freight Agents' Association. Mr. Gould, can you tell us something of what is being done?

Mr. Gould: The first meeting is to be held tomorrow. We only organized at the last meeting.

Mr. Rawlins: I would like to ask the gentleman if stereopticon views are being used.

Mr. Runkle: No, sir. Instead of the stereopticon the actual parts of the machine are taken apart and lectures given by scientific demonstrations from them.

President: If there are no further remarks upon this subject, we will let it go over until the next meeting and proceed with the regular order of business.

### Unfinished Business.

#### Checking Outbound Shipments.

Secretary: The matter of checking outbound shipments was carried over for a reply from the M. K. & T. Mr. Walcott on under date of March 11th, says: "Your letter February 22nd: This company does not desire to furnish check clerks to check either inbound or outbound shipments of freight. The present manner of handling this business is satisfactory to us."

That includes replies from all of the lines on the Check Clerk Question. There are none who are furnishing check clerks for outbound shipments and do not desire to, except on Belt Line team tracks.

#### Sacking Grain in Railroad Yards.

Secretary: The next is Sacking Grain in Railroad Yards.

Mr. Rawlins: The Kansas City Southern Railroad is not allowing any grain to be sacked in the yards except on tracks under lease. Mr. McNulty leases ground and sacks grain on those tracks. He has a portable elevator he uses on the tracks but no where else in the yard. It was used on the C. G. W., but for a long time it has not been moved. The Kansas City Southern has been incorrectly reported in this matter.

President: This matter was brought up in a letter from Mr. Hutchison. The Secretary will return the correspondence to Mr. Hutchison, advising him in accordance with what the investigation has developed.

#### Delayed Delivery of Packing House Products From Packing Houses at Kansas City.

Secretary: There was a special meeting of the Association held here on March 21st, a conference between the representatives.

tatives of the trunk lines, switching lines and the packing houses. There was quite a considerable discussion in regard to the switching of packing house products from the packing houses to the railroads, but it developed in the course of the meeting that the question had not been considered in sufficient detail by the railroads and it was decided to hold the matter over to give the railroads an opportunity to get full information as to their requirements, after which a subsequent meeting is to be held with the packers.

President: This is a very important matter. I have requests from one or two of the lines not to let it drag along, as the packers seem to desire to do the right thing. I would like to know whether or not the roads have definite information so another joint conference can be held with the packers.

Mr. Rourke: I was not present at the meeting with the packers, Mr. President, and am not familiar with the discussion or how the thing was wound up, or what information is desired.

President: I think we should have the following data:

Each railroad should prepare a list of the different switching lines that deliver meat from the packing houses to that railroad at its different connections, and should give the very latest hour at which it can receive meat at the connections from the switching lines so as to forward it on noon and evening trains sharp on time.

Each switching line should provide a schedule showing exactly how much time is necessary for it to take the meat from the packing houses to the different connections of all railroads. When we have these two sets of figures, we can then advise the packers exactly what hour they will have to close loading, to insure all the meat loaded for the noon and evening trains being forwarded on those trains without delaying any train.

Of the six switching lines, the Frisco, K. C. Belt, K. C. Southern, Rock Island, Union Pacific and Mo. Pacific, five are outbound trunk lines and should have two sets of figures.

Mr. Rourke: Would it not be well for the carrying line to submit figures as to time they want the meat delivered to them so the switching lines can determine when they want it from the packers? The Rock Island is a switching line from one of the packers. So far as I know, we are getting the meat in time to deliver it early enough.

President: The matter of the time the switching line want the meat from the packers will be determined by the figures submitted to the switching lines by the carrying line. When the switching lines have the first set of figures, then with their own figures showing the time necessary to take the meat from the packers to the connections, we will be able to inform the packers when they must close loading to get the meat to the carrying lines without delaying their trains.

Mr. Rawlins: I would like to ask if it would not be well to consider the subject of what would be a prohibitory figure to the packing houses in the way of closing. We figure running a noon train out of Kansas City. Suppose we call for the meat for that train so early that the packers cannot do any early loading for that day. Shouldn't there be a limit as to the hour any line should call for meat both for the noon and evening trains?

President: All of the lines except the K. C. Southern have their schedule for the noon trains fixed, and have had for years. I do not believe any leave Kansas City early enough to interfere with the time the packers close their loading.

Mr. Hutchison: It developed in the meeting with the packers the other day, that meat for the noon run was being delivered all right except to the Milwaukee and C. B. & Q. The rest are getting it all right. I believe a closing hour earlier than 11:00 a. m. would be prohibitory to the packers. I believe the railroads will have to conform to that. If they close at 10:30 they get in very little work in the morning, and even then we would not meet with the complaint of the two roads.

President: Let us get up the figures as they exist today

and find out from the packers what would be a prohibitory hour and check up accordingly. There is no use in discussing the matter until the railroads give the Secretary their figures. We know that most of the packers are closing at 11:00 a. m.

I suggest that the Secretary write the representative of each outbound carrying line and ask them what time they will have to get the meat in order to get their trains out on time. I would suggest that the Secretary get that information from the carrying lines and have that data for a special meeting of the switching lines, then the switching lines will be able to give us the hours at which they want the packers to close for the noon and evening runs. If they cannot give us what we want, some concessions will have to be made.

Mr. Sharp: I move that the President's plan be adopted.

Mr. Adsit: I second the motion.

Carried.

#### **American Railway Association Rule 10.**

Secretary: I have a letter from Mr. Sharp under date of March 28th, as follows:

Please refer to our two or three conversations relative to American Railway Association, Car Service Rule No. 10.

Will you kindly bring the matter before the next meeting of the Central Association. The Central Association Rule No. 35 may or may not conflict with rule quoted above. Further, I would like to have it determined, in some manner, if possible, if the Central Association is supposed to work under American Association Car Service Rules. Further, I would like to know if the Missouri Valley Car Service Association has in any manner adopted any of the American Railway Association Car Service Rules, and particularly if they have in any manner adopted their Car Service Rule No. 10, and if so, I would like to know in just

what manner that was done. Further, I think there should be some distinct understanding as to whether Missouri Valley Car Service Rules, the Superintendents' Association Rules, or the American Railway Association Car Service Rules govern on any car service matters. May be we will have to ask our superior officers on this, but anyway I would like to see it straightened out.

Secretary: I will say that the American Railway Association Rule No. 10 was adopted this morning by the Missouri Valley Car Service Association.

Mr. Sharp: Does it conflict with Rule 35 of Central Association Rules?

President: You have heard Mr. Sharp's letter. I will say that Rule 35 in the Central Association Rules is a local per diem rule. American Railway Association Car Service Rule No. 10 was adopted this morning by the Missouri Valley Car Service Association as one of its rules.

As I understand American Railway Association Rule 10, if a car loaded with freight should be received at Kansas City by the Santa Fe billed to John Smith, Kansas City, originating on the B. & O. Ry., somewhere east of Chicago, and is held up account John Smith being unknown, and investigation develops the fact that Sheffield appeared on the Bill of Lading, but through error on the part of the B. & O. Ry. was left off of the Billing and the car was detained ten days before that information got to the Railroad at Kansas City, the Manager of the Car Service Association would cancel the car service assessed against the car, in which case the Santa Fe through their Transportation Department would reclaim ten days on the B. & O. Ry.

Now, that has nothing to do with Rule 35 of the Local Per Diem Rules. Rule 35 is a local per diem rule which applies to Kansas City Switching Limits only.

Mr. Sharp: Does not Rule 10 apply locally?

President: I think from the last paragraph of Rule 10 it



is not intended to cover any local matters. If the error is made inside the switching limits our local rule applies. My answer to Mr. Sharp's question "Do the rules conflict," is "No, they do not conflict." The local rules should be considered supplementary to American Railway Association Per Diem Rule No. 5.

My answer to Mr. Sharp's second question, "Is the Central Association supposed to work under American Railway Association Car Service Rules?" is "No, we are supposed to work under Missouri Valley Car Service Association Rules."

Mr. Sharp's next question, "Has the Missouri Valley Car Service Association in any manner adopted any of the American Railway Association Car Service Rules?" I will ask the Secretary to answer.

Secretary: No, not as such. At the meeting of the Missouri Valley Car Service Association this morning, it was agreed to make our rule conform with American Railway Association Rule No. 10.

President: The next question in regard to which rules should govern in car service matters—I should say on car service matters Missouri Valley Car Service Rules are the rules that govern in Kansas City and in the switching limits.

Mr. Rawlins: The thing we should do first is to establish the relative status of the American Railway Association with the Missouri Valley Car Service Association and the Central Association of Railroad Officers. The parent Association is the American Railway Association, which is composed of Presidents and General Managers of the Roads. Their action is obligatory, that is obligatory on all subscribers.

President: They are obligatory on all roads subscribing to them.

Mr. Rawlins: Their rules take precedence over all other rules. If we do not like the decision of the Superintendents' Association we can appeal to the fountain head. All the Railroads in the country will cite you to American Railway Association Car Service Rules every time.

Mr. Bethard: Under the per diem rules, any two or more roads have the right to agree to anything they desire to do. The Lines can make rules to suit themselves for a local territory. I think Local Rules govern this particular territory.

— President: Do you think my answer should stand?

Mr. Bethard: I do not think it should.

Mr. Rawlins: I think it should, yes. If we deliver a car to a connection here in error on which they collect demurrage they should reclaim on us for the per diem.

President: I maintain that Rule 35 does not conflict with A. R. A. Rule 10.

Mr. Bethard: I know of one case where the arbitration board rendered a decision under the local rules.

President: I will put it to a vote of the Association as to whether my answers to Mr. Sharp's questions are correct. All those who are of the opinion that my replies to Mr. Sharp are correct answer "Aye," contrary, "No."

Carried.

Secretary: Shouldn't there be a distinction made as to the meaning of Car Service Rules? Car Service in the Missouri Valley Car Service Association is demurrage, while Car Service as used in the American Railway Association is the service of cars.

#### **Deviation From Rules in Effect.**

Secretary: I have a letter from Mr. J. S. Adsit of the Milwaukee under date of April 2d, as follows: "I again hand you all papers regarding car rental due us from the Frisco. If the Association cannot get the Frisco to abide by rules which they are a party to I think it is a waste of time for the Superintendents' Association to formulate plans for the handling of business at this point. The least the Frisco could do would be to abide by rules to which they are a party, and in case they do not meet with their approval, to serve notice on the Association."

President: I will say that the rules of the Central Association of Railroad Officers are recommendatory in their character and there are no means of enforcing the rules on any member who deviates them.

Mr. Hutchison: Notice has been served in two or three cases but I do not know that formal notice has been served. I am inclined to think it has not. Mr. Gray handled the matter himself and notified the roads that we would collect and retain our car rental. I think, however that he neglected to give formal notice to the Association.

Secretary: I am unable to find a record of any notice. I find in 1904, a case of the M. K. & T., and upon discussion the matter was ordered referred back to the M. K. & T. and Frisco to ascertain if they could not settle the matter between themselves. The case never came up again so I do not know what disposition was made of it. I have checked over the minutes of the meetings to get a list of the members who would not abide by the resolutions. The Frisco did not give any formal notice.

Mr. Ashley: I have a very exhaustive file covering this matter. The first case was between the Frisco and Santa Fe or Rock Island. Mr. Gray wrote a letter to Mr. Ryder as President in regard to it. The last file I have is from Mr. Gray to Mr. Kouns, stating that he would not write any more but would talk it over.

Secretary: I have looked into the records quite thoroughly and find that the matter was brought before the Association. In 1902 a Committee was appointed which formulated a report recommending that the line collecting the car rental be allowed to reimburse themselves for per diem out of the car rental. The report of the Committee was turned down. No road gave formal notice that they would not account for the car rental.

Mr. Hutchison: I would like to make a formal exception for the Frisco. The Frisco will not abide by Car Rental Rule XXI so far as the surrender of car rental is concerned.

**Roads Giving Notice of Non-Observance of Certain Rules.**

Secretary: In accordance with resolution adopted at the last meeting, I have prepared a list of the Resolutions which certain roads have given notice that they will not observe.

Resolution No. 35.—Local Per Diem Rules, Kansas City Belt Ry.

Resolution No. 36—Embargoing Switching Traffic, A. T. & S. F. Ry., C. G. W. R. R. and Missouri Pacific Ry.

Resolution No. 21.—Car Rental, St. L. & S. F. Ry. (will not surrender car rental collected to car owner).

Interchange Inspection Agreement.—K. C. B., K. C. N. W., L. K. & W., Q. O. & K. C. and St. J. & G. I. R. R.

This list will be published in the Proceedings each month.

**Grain Doors in Through Billed Cars.**

Secretary: A copy of the Rules of Chicago Freight Committee governing the charge and settlement of grain doors in through billed cars was sent out upon a resolution adopted at the last meeting.

Mr. Hedrix. The St. J. & G. I. as an inbound grain carrying line is considerably interested in this proposition. Where a car is reconsigned to a feeder and passes through an elevator we reclaim for the grain door and the expense of cooping out on the line is a very nominal one. Where a car is reconsigned and does not pass through an elevator we furnish the facilities and lose the grain doors. The Grand Island is interested in this question to the extent that we would be glad to have this Association discuss the subject thoroughly to the end that we may arrive at a solution whereby the originating line would not have to be imposed upon to the extent of bearing the entire expense of cooping cars reconsigned to some other line.

The Grand Island has a good many junction points and discharges grain at all of them. I assume that every inbound grain carrying line is on the same basis.

Mr. Adsit: The Chicago Resolution referred to was formulated by the General Managers at Chicago, and the rules were gotten out through the Freight and Auditing Departments. If the Grand Island should take up the matter with their Auditing Department and they with the Auditing Department of other lines, I think they will have no further trouble in collecting.

Mr. Rawlins: The Kansas City Southern pays for the grain doors in through cars.

Mr. Hedrix: I look upon the grain door proposition as a very expensive one. We are satisfied so far as the recovery of grain doors at Kansas City is concerned. The lines are not living up to the Chicago Rules, see through billed cars. They turn down our bills.

President: This Association covers only Kansas City Local territory. As a representative of an inbound grain carrying line, I will say that the expense incurred on grain passing through Kansas City is so small, we are not worrying much over it. We are getting such good results on the recovery of grain doors, here, we are satisfied at present.

If any member can offer a solution to Mr. Hedrix's proposition, we will be glad to hear it either at this meeting or at a subsequent one.

Mr. Hedrix: I realize that this Association is restricted. I am so much in the minority that I am willing to waive any further remarks on the subject and let it drop until I can get a little more information on the subject myself.

Mr. Hutchison: Inasmuch as Mr. Doyle is not here to protect his interests, I move that it is the sense of this meeting that the matter is one over which this Association has no jurisdiction, and that it be laid on the table.

Mr. Rawlins: I second the motion.

Carried.

### **Interchange Inspection.**

#### **Unfinished Business.**

Secretary: Under the head of Unfinished Business we have the matter between the Milwaukee and Frisco. This was referred to a committee which made the following report: Your committee has following report to submit regarding controversy between the C. M. & St. P. and St. L. & S. F. R. R., regarding application of Article 8, Interchange Inspection Rules, so far as it relates to Reclaim of per diem.

The case in question involves movement of C. M. & St. P, car 45630 under load from a point on the St. L. & S. F. to a point on the C. M. & St. P. Car was in bad order when delivered to C. M. & St. P. and transfer of contents necessary. cost of transfer charged to delivering line. It is the judgment of your committee that the C. M. & St. P. should not reclaim per diem on its own car. It is believed that Article 8, Interchange Inspection Rules was intended so far as it relates to per diem reclaim to reimburse a line paying per diem while transferring bad order cars.

The matter was referred by letter ballot to the Interchange Inspection Lines of which there are twelve. I have replies from nine. Three are in favor of the committee's report and six against.

President: The decision is that the Milwaukee is entitled to reclaim for per diem in the case in question. This means that Article 8 of the Interchange Inspection Rule is considered by the Association to mean that the receiving line is entitled to \$3.00 reclaim on a per diem car including its own car when delivered to it in bad order and necessitating transfer.

#### **Schedule for Transferring Bad Order Cars.**

Secretary: The matter of formulating a schedule for transferring bad order cars was referred to a committee.

Mr. Hutchison: I sent the papers to Mr. Donovan who is not here today. In my opinion the report submitted to the Association should be satisfactory.

It will be presented to the Association at the May meeting.

**Missing Side Ladders and Sill Steps Considered Safety  
Appliance Defects.**

Secretary: The question of missing side ladders and sill steps is to come before the meeting for vote today. The resolution as offered by Mr. Sharp is as follows: "Missing or defective side ladders or sill steps shall be considered the same as safety appliance defects, and cars may be refused from connecting lines for these defects."

Moved, seconded and carried that the resolution be adopted.

President: I would suggest that the Secretary send out the resolution to all members advising that it should be made a part of the Interchange Inspection Rules.

**Report of Standing Committee on Interchange Inspection.**

Secretary: The Report of the Standing Committee meeting, held April 3d, is as follows:

**Minutes of meeting of Standing Committee on Interchange  
Car Inspection held at 614 Gumbel Bldg., Tuesday, April  
3, 1906.**

Present:

St. L. & S. F. Ry.....Jno. Forster .....D. M. M.  
A. T. & S. F. Ry.....H. N. Calderwood... ..G. F. C. D.  
Mo. Pac. Ry.....C. L. Peebles.....F. C. D.  
F. W. Trapnell, Chief Interchange Inspector.

There were also present the following Mechanical representatives not members of the Committee:

R. Morrow.....C. M. & St. P. Ry.  
J. H. Gimpel.....Mo. Pac. Ry.  
C. H. Lembke.....Mo. Pac. Ry.  
J. Mackenzie.....K. C. Sou. Ry.

Mr. Jno. Forster was chosen temporary Chairman.

Minutes of last meeting read and approved.

#### **Election of Chairman and Member of Committee.**

Resignation of Mr. J. F. Richards as a member and chairman of the Committee on account of his transfer from Kansas City, was received and accepted.

On motion Mr. J. S. Adsit, Sup't C. M. & St. P. Ry. was elected a member of the Committee.

On motion Mr. J. P. Cummings was chosen as permanent Chairman.

Appeal C. R. I. & P. in case of C. C. C. & St. L. car 15079 carried over to next meeting.

#### **Chief Inspector's Monthly Letter.**

Chief Inspector Trapnell's Monthly Letter was read showing that conditions of interchange are improving, there being a considerable reduction in the number of cars set back on account of defective safety appliances.

#### **Defects Missed by Inspectors.**

Chief Inspector's request that he be authorized to issue defect card on the spot after personal inspection of defects



missed by inspectors when he considers delivering line responsible, instead of allowing the delivering line to investigate by correspondence, Mr. Trapnell was requested to take up for discussion in the Southwestern Car Foremen's Ass'n and submit their recommendation to the Committee.

### Monthly Report of Business Handled.

	Mar. 1906.	Mar. 1905.	Increase. Decrease.	Feb. 1906.	Increase. Decrease.
Cars received, .....	68132	77023	Dec. 8891	66699	Inc. 1433
Defect cards issued, .....	1132	1536	" 404	909	" 223
" " cancelled, .....	18	56	" 38	22	Dec. 4
Transfer orders issued, .....	128	235	" 107	98	Inc. 30
Pieces of corres. handled, ....	735	533	Inc. 202	816	Dec. 81

There being no further business, the meeting adjourned.

B. H. Garrigues,  
Secretary.

Jno. Forster,  
Chairman pro tem.

President: You have heard the report of the Standing Committee, what will you do with it?

Mr. Rawlins: I move that the report be approved.

Mr. Adsit: I second the motion.

Carried.

President: If there is no further business to come before the meeting, a motion to adjourn will be in order.

Mr. Adsit: I move that we adjourn.

Mr. Corbett: I second the motion.

Carried.

The date of the next regular monthly meeting is Monday, May 14, 1906.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
President.

**LOUISVILLE DIVISION.**

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Mr. O. G. Fetter,  
General Secretary,  
Cincinnati.

Dear Sir: There was no April meeting of Louisville Division, account no quorum.

Yours truly,

J. C. LOOMIS.  
Secretary.

## DETROIT DIVISION.

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Minutes of Meeting, April 13th, 1906.

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**Present:**

L. S. & M. S. Ry. ....	T. W. Niles....	Div. Superintendent.
	H. J. Merrick.....	S. F. T.
M. C. R. R.....	E. C. Brown, .....	Asst. to Pres.
	D. S. Sutherland.....	D. S.
	C. H. Bieber.....	G. C. A.
P. M. R. R. ....	Not Represented	
G. T. R. R.....	X. H. Cornell.....	M. of T.
D. T. & I. Ry.....	W. C. Hurst .....	Supt.
Wabash Ry. . . . .	Not Represented.	
Shore Line .....	X. H. Cornell, M. of T.,	representing
	Mr. J. P. Main, Supt.	

Meeting was called to order by the President, pro tem., Mr. T. W. Niles.

### Limitation of Time on L. C. L. in Warehouses.

The Chairman of the Committee reported that he was in correspondence with various points with view of ascertaining

what free time was allowed. He also stated that the Committee had taken the matter up with the Toledo Association with view of having them agree with Detroit to limit the free time on less than car load freight in warehouses to three days. He also stated that the matter had been taken up by the Toledo Association and was now under consideration by that Body.

**Topic to be Presented at the Annual Meeting.**

The G. T. R. having given notice that they could not present the topic at the Annual Meeting, it was suggested that the Committee again meet with view of deciding upon a topic to be discussed at the Annual Meeting.

**Code of Switching Reclaim Rules, Detroit Division.**

As the majority of the roads, members of the Michigan Car Service Association had agreed to the adoption of the Code of Switching Reclaim Rules, Detroit Division, it was moved and supported

That the Detroit Code of Switching Reclaim Rules be adopted and enforced at all points covered by the Michigan Car Service Association, the same to become effective May 1, 1906.

**Commercial Coal Held by Railroad Companies.**

Mr. D. S. Sutherland stated that when he was at the Toledo Meeting, Thursday, April 12th, he took the matter up with the coal roads to get an expression from them as to whether they would allow per diem reclaim on commercial coal that they had held upon their rails provided the shipments came forward and were bunched when reaching De-

troit, and he stated that it was the opinion of the coal roads that in such a case per diem reclaim should be allowed.

Adjourned.

T. W. NILES,

Chairman pro tem.

**DENVER DIVISION.**

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Denver, Colo., April 14, 1906.

Mr. O. G. Fetter, Secretary,  
Central Association of Railroad Officers,  
Cincinnati, Ohio.

Dear Sir: This is to advise that on account of no quorum  
meeting of the Denver Division of the Central Association  
of Railroad Officers was held this month.

Yours truly,

E. E. HILL,  
Secretary.



## OMAHA DIVISION.

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Regular Meeting of the Central Association of Railroad Officers, Omaha  
Division, held at Omaha, Nebraska, April 18th, 1906.

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Following was the representation:

C. R. I. & P. Ry.....	C. W. Jones.....	Superintendent.
C. St. P. M. & O. Ry....	F. E. Nicoles .....	Supt.
I. C. R. R.....	F. M. Jones .....	Superintendent.
Union Pacific R. R.....	W. R. Cahill .....	Asst. Supt.
Union Stock Yards Co...	George M. Hunter.....	
Wabash R. R.....	Richard Doyle .....	Supt.

Visitor: C. A. Menefee, Trainmaster, I. C. R. R.

Mr. Doyle: I presume all the members have received copy of minutes of the last meeting and unless there is some objection, they will stand approved as printed, and distributed.

### Reading Communications.

The Secretary read letter from General Secretary Fetter with reference to Hotel Jefferson, St. Louis, Mo., having been

selected as the headquarters for members attending the Annual Meeting on May 28-29 and was instructed to acknowledge receipt of same.

Communication was also received from Mr. E. E. Hill, Secretary, Denver Division, inquiring the practice in this territory with relation to who should make the transfer, the receiving or delivering line, of a through consignment, car in good order, when delivering line objects for reasons of its own to its equipment going through.

The Secretary was directed to reply that the rule generally pursued at Omaha and Council Bluffs was for the receiving line to do the transferring, but that this Division had not as yet adopted a rule covering that subject.

The Secretary read a note from Mr. N. D. Ballantine, Sup't Car Service, C. R. I. & P. Ry., Chicago, requesting a copy of the rules governing the Omaha Division, and was directed to forward a copy of the Constitution and By-Laws.

The Secretary then read the following self-explanatory letter which he was instructed to acknowledge and have printed in these proceedings:

Missouri Pacific Railway Co.

Omaha, Neb., April 9, 1906, H-5023.

Mr. R. Doyle, President,  
Omaha Division, Central Railroad Association,  
Moberly, Mo.

Dear Sir: I have to advise you that on the night of March 24th the Union Stock Yards Company delivered car A. R. T. 4066, loaded with Packing House Products for the South, to this company at 8:43 p. m., and that car moved out in our train 156 of the same night in violation of recent agreement. The car was handled through error of a new clerk who was not familiar with the agreement entered into in regard to the receiving of cars from the Packing Houses, and the



matter has been so arranged that future oversights of this kind will be avoided.

Yours truly,  
(Signed) J. Russell,  
Superintendent.

A document somewhat similar in nature to the above was also read from former Supt., C. J. Wilson, C. R. I. & P. Ry., Fairbury, Neb., which the Secretary was directed to acknowledge and incorporate in these proceedings with the statement that "if the clock in his South Omaha office was correct, as it is supposed to be, it did not appear that the Rock Island was justified in taking bills delivered three minutes or even one minute after seven p. m."

C. R. I. & P. Ry. Co.

Fairbury, Neb., February 9, 1906, File No. 1502.

Mr. J. R. Dewar, Secretary,  
Central Association of Railroad Officers,  
Omaha, Neb.

Dear Sir: Will you please bring before the next meeting of the Central Association my explanation for an apparent violation of the agreement as to receiving cars and way-bills from the Packing Houses at South Omaha.

On January 25th, I received a telegram from Superintendent Jones, of the Illinois Central, to the effect that our road had violated the agreement by receiving cars after 8:00 p. m. I investigated the matter and found that we had not been guilty of any violation of the agreement—the cars had all been loaded and delivered at or prior to 8:00 p. m.—there was, however, a dispute as to the billing of ten cars of export meat. Cudahy claims to have had the billing at our office at 7:00 p. m., while the Agent's clock indicated 7:03 p. m.—on the strength of the time shown by his clock our Agent refused to supply the billing. Mr. Robb, of the Cudahy Packing Company, then called up our General Agent, Mr. J. E. Utt, and explained the situation to him, claiming to Mr. Utt that the bills had been there since 7:00 o'clock. Mr. Utt called up our Agent, Mr. Gillett, and said to him that inas-

much as there was a dispute as to the time, there being but a difference of three minutes, he had better take the bills and get the freight out that night, it being export freight and very important that it should go. Mr. Gillett made no report to this office from the fact that there was a chance for variation in time.

The instructions to our Agents are very positive that they must not receive bills after 7:00 o'clock and cars after 8:00 o'clock and we expect to live up to the agreement. In this particular instance, I consider that our Agent was justified in taking the billing for these cars at 7:03 p. m. and I leave it to the judgment of the Superintendents as to whether or not this was a violation of the agreement. It occurs to me that as our Agent's clocks are liable to variation, we should allow five minutes, at least, for such.

Yours truly,

(Signed) C. J. Wilson, (h)

Superintendent.

The Secretary read a letter from Mr. A. C. Jones, Sec'y Local Freight Agent's Association, Omaha, relating to the responsibility for icing of perishable freight in refrigerator cars as between receiving and delivering lines. Upon motion, the matter was referred back for more information as to just what brought up this question and as to whether it refers to team track deliveries or through billed freight.

#### **Bills.**

Bills of the Central Association for our proportion of general expenses for three months, amounting to \$44.58, were approved for payment.

#### **Election of Officers.**

Under Article III of the Constitution officers should have been elected for the ensuing year at this time, but owing to

the unavoidable absence of a number of the members, Mr. Cahill moved and it was seconded and declared carried, that this business be postponed until our next regular meeting and to urge every member to endeavor to be here upon that occasion.

### **Proposed Rules.**

Mr. Nicoles: I think we should give these rules another hoist until our next session so that we may have a larger attendance. I therefore move that the Secretary advise all members when sending out his next notice that these rules are to be taken up at our meeting of May 16 without fail, and if they are passed in the absence of some of the members they will have to abide the consequences.

Seconded and declared carried.

### **New Business.**

Mr. F. M. Jones under this heading brought up matter of a circular letter from Mr. W. D. Lincoln, Supt. Car Service, Union Pacific Railroad Company, dated February 17, 1906, in effect that that road would not be responsible for per diem on switch cars held when his company places an embargo on such cars when cars are destined for unloading at industries on their tracks within switching limits of Omaha, Council Bluffs and South Omaha.

Upon motion of Mr. C. W. Jones, the following resolution was adopted: "That it is the sense of this Association that the stand taken by Mr. Lincoln was not in accord with the Per Diem rules and that that representative of the Union Pacific be invited to attend our next meeting to give such information as to what brought about this position."

Mr. F. M. Jones presented a letter from Mr. O. S. Keith, Sup't Car Service, Ill. Central R. R., in which was mentioned an agreement between the Union Stock Yards Company and

certain lines touching car rental or per diem charge for use of cars used from one local industry to another.

The Secretary was instructed to write Mr. A. C. Jones, Manager, Western Car Service Association, to be present at our next meeting to explain to what extent this practice is carried on, and that each Superintendent look the matter up and come prepared to discuss this subject at May meeting.

Mr. F. M. Jones presented joint letter of Mr. Charles Ware, Sup't Union Pacific R. R., Omaha, with reference to employing joint men for keeping record of cars interchanged at Omaha, &c., and upon motion this matter was referred back to Mr. Ware with suggestion that he bring it up at next session explaining how it is going to work, etc.

There being no further business to come before the meeting, it adjourned until Wednesday, May 16, 1906, at 2:00 p. m.

J. R. DEWAR

Secretary.





**Central Association**

. . . of . . .

# **Railroad Officers**

## **Proceedings.**

**May.**

**Cincinnati Division.**

**Indianapolis Division.**

**Columbus Division.**

**Toledo Division.**

**Denver Division.**

**Peoria Division.**

**St. Louis Division.**

**Kansas City Division.**

**Louisville Division.**

**Detroit Division.**

**Omaha Division.**



**1906.**

**C. J. Krehbiel & Co., Printers,  
Cincinnati, O.**







CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

MAY.

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1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI

# DIRECTORY

Officers of the Central Association of Railroad Officers and Its Various Divisions

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H. M. WAITE .....1st Vice-President.  
M. D. SCHAFF .....2d Vice-President.  
O. G. FETTER .....General Secretary-Treasurer.

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J. E. MERION (Indianapolis Div.) L. OHLIGER (Columbus Div.)  
E. R. SCOVILLE (St. Louis Div.) W. D. TRUMP (Detroit Div.)  
OTTO SCHROLL (Toledo Div.) A. V. BROWN (Kansas City Div.)  
J. C. HAGERTY (Cincinnati Div.) C. E. CARSON (Denver Div.)  
J. C. HAGERTY (Louisville Div.)

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W. G. BAXLEY.....	"	Columbus "
R. S. QUIGLEY.....	"	Toledo "
M. D. SCHAFF.....	"	Peoria "
E. HYDER.....	"	St. Louis "
J. P. CUMMINGS.....	"	Kansas City "
B. W. TAYLOR.....	"	Louisville "
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R. DOYLE.....	"	Omaha "
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JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
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JULIUS ROTHSCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "



**Central Association**

... of ...

# **Railroad Officers Proceedings.**

**May.**

**Cincinnati Division.**

**Indianapolis Division.**

**Columbus Division.**

**Toledo Division.**

**Denver Division.**

**Peoria Division.**

**St. Louis Division.**

**Kansas City Division.**

**Louisville Division.**

**Detroit Division.**

**Omaha Division.**



**1906.**

**C. J. Krehbiel & Co., Printers,**

**Cincinnati, O.**

the Joint Car Inspector to the Annual Convention of the M. C. B. Association, and desired to know their wishes in the matter as to the coming convention.

Mr. Arnold: I move that the Joint Car Inspector be authorized to attend this Convention, which is to be held at Atlantic City, the middle of June, and that the President of the President of the Cincinnati Division of the Central Association secure transportation, as is usual.

Seconded by Mr. Rickey and carried.

**Requesting the N. & W. R. R. to Become Members of the  
Joint Car Inspection Agreement.**

Mr. Brevoort explained that the C. H. & D. Ry. was doing the intermediate switching between Cincinnati and Ivorydale for the N. & W. R. R. and C. N. O. & T. P. Ry., and as the N. & W. is not a party to the agreement to run, transfer or repair, a great many cars are rejected by the N. & W., and it is working a hardship on his line, and asked for some relief. After discussion, it was moved and seconded that "the President be requested to take up with the N. & W. the matter of becoming a member of the Joint Inspection Agreement."

No other business appearing, the meeting adjourned.

E. P. GOODWIN,  
President.

O. G. FETTER,  
Secretary.

## INDIANAPOLIS DIVISION.

---

The Regular Monthly Meeting of the Indianapolis Division of the Central  
Association of Railroad Officers was held in Indianapolis Union  
Station, 2 o'clock P. M. Monday, May 7th, 1906.

---

President Merion in the chair.

Lines represented:

L. E. & W.....	M. P. Deniston.....	Supt.
C. H. & D. B. R.....	J. M. Scott . . . . .	Supt.
I. U. Ry.....	A. A. Zion . . . . .	Supt.
	J. E. Merion.....	Auditor.
C. L. & I. Ry.....	A. J. O'Reilly.....	Gen. Agent.
Vandalia . . . . .	J. J. Pruett . . . . .	Train Master.
P. C. C. & St. L. Ry.....	J. J. Pruett.....	Train Master.
C. C. C. & St. L. Ry....		Not represented.
P. & E. R. R.....		Not represented

Visitor: Mr. L. H. Mummert, Manager, Indiana Car Service Ass'n.

The minutes of the previous meeting were approved as printed.

### **Unfinished Business.**

The Secretary submitted proof of the pamphlet prepared by the Special Committee, A. A. Zion, Chairman, embodying new constitution, by-laws, resolutions, etc.

There were few alterations or additions to make, the name of the Indianapolis Southern Railway being added as a member of the Association.

The Secretary was directed to arrange to have two hundred (200) copies printed as early as possible, and distribution made in accordance with previous arrangements, viz.: twenty (20) copies for each road, member of the Association.

### **Members Proposed.**

The following named officials were proposed for membership of this Division:

Mr. L. H. Baldwin, Superintendent, Indianapolis Southern Railway, headquarters, Indianapolis, Indiana.

Mr. J. E. Mechling, Master Mechanic, Vandalia Railroad, headquarters, Terre Haute, Indiana.

Both gentlemen were unanimously elected members of this Division.

### **Communications Received.**

The Secretary submitted the following:

Indianapolis, Ind., April 10, 1906.

Mr. G. B. Staats,

Sec'y, Central Ass'n R. R. Officers,  
Indianapolis, Indiana.

Dear Sir: At the meeting of the Indianapolis Local Freight Agents' Association, held yesterday, it was, in view of established custom, recommended that during the months of June, July, August and September freight be not received or delivered by any of the Indianapolis roads after 12 o'clock noon on Saturdays, and I have been directed to refer the mat-

ter to the Central Association of Railroad Officers for approval.

Will you kindly present same at next meeting of your Association, advising result?

Yours truly,

(Signed) F. J. Barr,

Secretary.

On motion of Mr. A. J. O'Reilly, duly seconded, the recommendations of the Freight Committee were approved, Mr. M. P. Deniston voting in the negative.

Mr. L. H. Baldwin, Superintendent, Indianapolis Southern Railway Company, sent word through the Local Freight Agent that his Company desired to become a member of the Central Association of Railroad Officers, Indianapolis Division.

It was moved and seconded that the Indianapolis Southern Railway Company should be elected a member of the Association, with the understanding that it will be governed and abide by the rules and regulations of the Association. With this understanding, the Indianapolis Southern Railway was unanimously elected a member.

#### **New Business.**

Mr. J. M. Scott, Superintendent, C. H. & D., called attention to the fact that his Company is being charged with a double proportion of the expense of the Association, viz., one-tenth on account of the C. H. & D., and one-tenth on account of the old I. D. & W., stating that, inasmuch as the latter road had been absorbed by the C. H. & D., and that they were only entitled to one vote, his Company should not be called upon to pay but one-tenth of the expense.

This was concurred in by all present, and the Secretary directed to be governed accordingly.

Meeting adjourned.

J. E. MERION,

President.

G. B. STAATS,

Secretary.

## COLUMBUS DIVISION.

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Regular Monthly Meeting of Central Association of Railroad Officers,  
Columbus Division, held in Room 398, Union Station, Columbus, O.,  
Wednesday, May 16th, 1906.

Meeting was called to order at 2:45 p. m. by Vice President Irwin, with the following representation:

B. & O. R. R.....	J. F. Irwin.....	Supt.
C. A. & C.....	L. S. Kinnaird.....	Supt.
C. C. C. & St. L. Ry.....	W. G. Bayley.....	Superintendent.
Hocking Valley Ry.....	R. S. Quigley.....	Superintendent.
	E. J. Powell.....	Master Mechanic.
P. C. C. & St. L. Ry.....	L. Ohliger.....	Superintendent.
Penna. Co., (Toledo Div.)*	Otto Schroll .....	Superintendent.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent.

\*Represented by L. Ohliger.

Visitors: Mr. E. R. Seoville, Supt., B. & O. S. W. Ry., Chillicothe, O.; Mr. H. M. Patton, Local Agent, C. C. C. & St. L. Ry.

Minutes of previous meeting were read by the Secretary and approved as read and published.



**Unfinished Business.**

**Mailing List for Secretary.**

Secretary was instructed to communicate with the General Secretary requesting him to bring up at the next Annual Meeting of the Association the matter of mailing printed copies of monthly minutes from office of General Secretary direct to Officers of the various roads, members of the several Divisions. The Secretaries of the various Divisions to furnish the General Secretary a mailing list for their respective Divisions and in this manner General Secretary can compile a mailing list with a view to avoiding duplication of copies to Officers of Roads, members of more than one Division; it being the opinion that by this arrangement considerable expense can be saved the Association in a reduction of the number of copies to be printed.

**Reading of Correspondence.**

**Chief Joint Inspector to Attend Meeting of M. C. B. Association in June, 1906.**

Following communication from Chairman of Executive Committee on Interchange Car Inspection: .

Portsmouth, O., April 25, 1906.

Mr. J. D. Berry, Secretary,  
Central Association of Railroad Officers,  
Columbus, Ohio.

Dear Sir: At a meeting of Executive Committee on Joint Car Inspection, held at Columbus, O., on April 24th, a resolution was passed recommending to the Columbus Division, Central Association of Railroad Officers, that Chief Joint Inspector be authorized to attend the M. C. B. Convention

to be held at Atlantic City in June, and that the expenses of his attendance be authorized and transportation furnished.

Will you kindly take this matter up with the Columbus Division at its next meeting and advise?

Yours truly,

(Signed) J. S. Pierce,  
Chairman.

Acting upon the recommendation of the Committee, on motion duly seconded and carried the Chief Joint Inspector was authorized to attend the M. C. B. Convention at Atlantic City in June, 1906, his legitimate and necessary expenses in attendance at such convention to be borne by this Division. Further that the Secretary take necessary steps to provide Mr. Wohrle with necessary transportation, Columbus to Atlantic City and return.

#### **Inspection of Columbus Terminals.**

Communication as follows from Secretary of Columbus Yard Masters' Association:

Columbus, O., May 8, 1906.

Mr. J. D. Berry, Secretary,  
Central Association of Railroad Officers,  
City.

Dear Sir: At a meeting of the Columbus Yard Masters' Association held on May 7th, it was thought advisable to have another inspection of the Columbus Terminals, and the Secretary was requested to take up with you and have the matter brought before the Columbus Division, Central Association of Railroad Officers at its next meeting, with request that the Yard Masters be authorized to arrange for same.

Heretofore the Yard Masters have individually borne the incidental expenses of this inspection, and I was requested to state that if the Central Association will authorize the expense of this inspection trip, which will not exceed \$15.00, same will be appreciated.

It was the sense of the members present that inasmuch as the inspection last year proved a success in charge of one crew and engine, with a Pilot from each transfer, this same arrangement be carried out this year. Kindly take up with the Officers and if the matter meets the approval of the Superintendents have them designate what line will furnish the engine and crew and what road will furnish the two coaches, two flat cars and one gondola. If there is no objection the Yard Masters were of the opinion that Tuesday, June 5th would be a suitable date.

Yours truly,  
(Signed) W. L. Jackson,  
Secretary.

On motion seconded and carried the suggestion of the Yard Masters was approved and the Secretary to notify the Secretary of the Yard Masters' Association that they were authorized to proceed with perfection of arrangements for the Inspection to be held Tuesday, June 5th, with the understanding that the incidental expenses of the Inspection, not to exceed \$15.00 will be borne by this Division and with the further understanding that the engine and crew will be provided by the C. C. C. & St. L. Ry. Co., and the two coaches, two flat cars and one gondola would be furnished by the P. C. C. & St. L. Ry. Co.

**Ten Per Cent for Supervision and Use of Tools Added to  
Actual Cost for Transferring Shipments.**

Considering the subject brought to attention of the Division by communication from Mr. G. P. Johnson, Supt. of N. & W. Ry., noting second paragraph of preamble to Schedule of Prices for Transferring Cars, which reads:

All articles not shown in the schedule shall be charged at actual cost and an itemized bill rendered showing number of hours and cost per hour, with ten per cent added for use of tools.

It was the sense of the Association that where the Schedule of Prices for transferring cars provides for "Actual Cost," ten per cent be added for supervision and use of tools.

### **Reports of Committees.**

Secretary announced the resignation of Mr. Otto Schroll and the selection by the President of Mr. W. B. Wood to serve in Mr. Schroll's stead on Committee appointed at last meeting to meet similar Committees from other Divisions for consideration of Uniform Storage Rules in Ohio for Less than Car Load freight.

### **New Business.**

#### **Correction in Wording of Rule 12, Interchange Car Inspection Rules.**

On motion duly seconded and carried the action of Secretary in issuing circular letter correcting Rule 12 to read, "Roads wishing to refuse cars on account of their condition or lading, etc.," instead of, "Roads wishing to refuse cars on account of their condition of lading, etc.," was approved.

#### **Acceptance of Non-Air Cars in Switch Movement.**

On motion seconded and carried the Secretary was instructed to make inquiry of Superintendents of various lines, members of this Division as to the Rules and practice of their respective companies as to the acceptance of non-air cars in switch movement, and to report his findings at next meeting.

Bill of \$14.28, this Division's proportion of expense of

Central Association of Railroad Officers for the month of April, 1906 was approved and ordered paid.

On motion duly seconded and carried the meeting adjourned at 3:50 p. m. to meet in next regular session in October, 1906.

J. F. IRWIN,  
Vice President.

J. D. BERRY,  
Secretary.

## TOLEDO DIVISION.

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Regular Monthly Meeting of the Central Association of Railroad  
Officers, Toledo Division, held in Room 340 Valentine  
Building, Thursday, May 10th, 1906.

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Meeting called to order at 11:00 a. m. by President Quigley with the following representation:

Hocking Valley Ry.....	R. S. Quigley.....	Superintendent	nt.
	T. R. Limer.....	Supt. Car Serv	ce.
Penna. Co. ....	Otto Schroll .....	Superintendent	nt.
M. C. R. R.....	S. H. Snyder.....	Asst. Gen. Supt.	pt.
	D. S. Sutherland.....	Supt.	pt.
	B. R. Donovan.....	Train Master	er.
	F. von Nostitz .....	Agent	nt.
L. S. & M. S. Ry.....	T. J. Charlesworth....	Gen. Agent	nt.
	G. E. Husted.....	Agent	nt.
	T. H. Goodnow....	Gen'l Foreman	an.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent	nt.
	T. R. Limer .....	Supt. Car Serv	ce.
	H. E. Passmore....	Master Mechanic	ic.

W. & L. E. R. R.....A. P. Titus.....Car Accountant.  
C. H. Newton.....Joint Agent.  
Chas. Hagen.....Gen. Foreman.  
Wabash R. R.....J. C. Sullivan.....Supt.  
C. H. Newton.....Joint Agent.  
T. Ry. & T. Co.....T. B. Fogg.....General Manager.  
J. F. Withrow..Genl. Yard Master.  
J. H. Forrest....Master Mechanic.  
C. H. & D. Ry. ....W. C. Andrews...Supt. Car Service.  
J. J. Corcoran.....Train Master.  
E. F. Holbrock .....Agent.  
P. M. R. R. ....H. E. Meyers.....Agent.  
T. St. L. & W. R. R.....A. W. Sheahan.....Agent.  
Manufacturers' Ry .....G. A. Dennis .....Agent.

Visitor: Mr. E. C. Palmer, Chief Interchange Inspector,  
Toledo, O.

Minutes of previous meeting were read and approved.

#### **Opening and Closing Hours for Toledo Warehouses.**

After considerable discussion the following was adopted:

**Moved,** That the freight houses open for receipt and delivery of freight at 7:00 a. m. and close at 12:00 noon; open at 1:00 p. m. and close for receipt and delivery of freight (except for delivery of perishable property) at 5:00 p. m., Standard Time.

It was understood that the action taken with regard to opening and closing warehouses was not in any way to conflict with closing hours on Saturdays during the months of June, July and August.

### **Closing of Warehouses on Legal Holidays.**

After some discussion it was moved, seconded and carried that Washington's Birthday be taken from the list of holidays on which freight houses are to close.

### **Change in Section 2 of Article 3 of the Interchange Inspection Rules.**

The Secretary read a communication from the Standing Committee on Interchange Inspection, recommending that Section 2 of Article 3 be changed to read as follows:

Appeals may be made direct to the Standing Committee without consent of both parties to the dispute, but in no case shall an appeal be made until after the ruling of the Chief Interchange Inspector has been complied with and bills for the work done by his ruling have been presented.

After some discussion the recommendations of the Standing Committee on Interchange Inspection were adopted.

### **Protest of the D. & T. S. Line Against the Practice of the Chief Interchange Inspector Issuing Transfer Orders Account of Leaky Roof Cars.**

The Secretary read the following communications:

Detroit & Toledo Shore Line Railroad.

Detroit, Mich., April 27, 1906

Central Association of Railroad Officers,

Toledo, Ohio.

Gentlemen: I desire to protest against the practice of Joint Interchange Inspector issuing transfer orders against delivering road for leaky roof cars which are otherwise safe to be run through to destination.



One case is covered by Penna. Co. bill No. 9477, dated March 20th, for C. R. I. & P. car 6126. This car plainly marked "leaky roof" was loaded at Salem, South Dakota, with barley in bags, and had traveled through six states, and is cut out at Toledo in the seventh state.

It seems to me that it is beyond the jurisdiction of the Joint Inspector to interfere with freight in cars which does not in any way affect the safe handling of the car, and I hereby appeal from his decision and ask that the appeal be sustained by the Association.

This is only one of a number of cases which I have been holding for over three months waiting for bills. The receiving road can amply protect itself by making record against the car in case of claim for damage to freight by wet, and notifying the delivering road at time it is received.

Yours truly,

(Signed) J. P. Main,

Superintendent.

On motion the Secretary was directed to refer this matter to the Standing Committee on Interchange Inspection for opinion.

#### **Interchange Inspection Rules.**

The Secretary read a communication from the Standing Committee on Interchange Inspection, suggesting that the following rule to be known as Rule No. 20 of the Interchange Inspection rules, be adopted:

If a loaded, bad order car (which cannot be repaired under load) is delivered to another road for unloading at an industry within the switching limits, the delivering company must, in addition to carding the car to be returned empty for repairs, notify the agent of the company on whose tracks the car is unloaded, that car must be returned empty for repairs. If the road on whose tracks the car is unloaded reloads it without repairs being made they are responsible for cost of transfer.

Discussion of this matter developed the fact that the action of the Standing Committee was brought about by a case which had been in dispute between the Chief Interchange Inspector and one or two of the Toledo roads, and on motion the Secretary was instructed to refer the matter back to the Standing Committee on Interchange Inspection with the request that they furnish this Association with papers and any other information they might have which would show the necessity for adopting the proposed rule.

### **Uniform Storage Rules.**

The Secretary reported that the Penna. Company had resigned from the committee on Uniform Storage Rules and that the President had appointed the Wabash Railroad to fill the vacancy caused by the resignation of the Penna. Company.

The Committee as it now stands is as follows:

Wabash R. R., L. S. & M. S. Ry. and T. & O. C. Ry.

The Secretary read the proceedings of the Standing Committee on Interchange Inspection, held Thursday, May 3d, at which the same was on motion accepted and placed on file.

### **Protest of the W. & L. E. R. R. Against Action Taken by Standing Committee on Interchange at Meeting Held April 5th.**

The Secretary read the following communication from Mr. C. S. Morse, M. C. B., W. & L. E. R. R.:

At the regular monthly meeting of the Standing Committee on Interchange Car Inspection, held in Room No. 340 Valentine Building, Thursday, April 5, 1906, a resolution was introduced by Mr. Passmore, M. M., of the T. & O. C. Ry., which appears in the minutes of that meeting as follows:

Mr. Passmore, of the T. & O. C. Ry., submitted some correspondence and stubs of defect cards cover-

ing small item missing from cars when received by the receiving company, he claiming that the cars were in good condition when delivered to the switching line for movement to the receiving company and suggested that in order to overcome this that the switching lines be required to give cars received by them for a switching movement proper inspection and place on each car a hold card showing defects existing on the car when received by the switching line. This card to be a guidance to the Joint Inspector when car is delivered to the receiving line. The switching line to be held responsible for any new defects or missing material discovered when the car is examined in receiving company's yard, other than those shown on hold card attached to the car by the switching line's inspector.

After considerable discussion of the matter the following was adopted:

**Moved,** That a hold card as outlined above be attached to cars by the switching line's inspector at the point received, this resolution to become effective, April 9, 1906.

Mr. Hagen, as representative for the W. & L. E. R. R., in a letter to you under date of April 24th protested against this resolution, stating that the Committee exceeded their authority by making the resolution effective before submitting same to the Central Association of Railroad Officers as per Article 2 of Section 1, page 18 of Constitution and By Laws. This protest was referred back to Mr. Hagen by the Committee with instructions to take it up with the Central Association of Railroad Officers at their next regular meeting, May 10th.

Will you kindly bring this before the above mentioned Association on that date?

After a brief discussion Mr. Sutherland offered the following which was adopted:

**Moved,** That the matter be referred back to the Standing Committee on Interchange Inspection calling their attention to Rule 18, which relieves the switching road as to Rule No. 16.

**Adjournment for the Summer.**

On motion it was decided to adjourn until the second Thursday in September, 1906.

R. S. QUIGLEY,  
President.

JOS. DAHM, Jr.,  
Secretary.

## PEORIA DIVISION.

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Proceedings of Regular Monthly Meeting held in Room 17, Union Station,  
Peoria, Ill., Tuesday, May 8th, 1906.

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Meeting convened at 9:15 a. m., President Schaff in the  
chair.

Present:

A. T. & S. F. Ry.....Not represented.  
C. & A.....E. Ryder .....Superintendent.  
C. & N. W. ....Not represented.  
C. B. & Q.....Not represented.  
C. R. I. & P.....J. B. Smalley .....Superintendent.  
C. P. & St. L.....M. D. Schaff .....Superintendent.  
Ill. Cent. ....Not represented.  
Iowa Central.....C. S. Hayden.....Supt.  
L. E. & W. R. R. ....H. J. Merrick.....S. F. T.  
P. & P. T.....E. A. Burrill..V. P. and Gen. Mgr.  
P. & P. U.....Ph. Niederlander ..Superintendent.  
P. & E. ....W. F. Schaff.....Train Master.  
T. P. & W.....S. M. Russell.....Supt.  
Vandalia R. R. ....F. H. Worthington..Superintendent.  
O. E. Raidy .....Trainmaster.

Visitors: T. M. Feeley, ~~Master~~ Mechanic, Iowa Central; H. L. Bedbury, Car Accountant, Iowa Central; J. R. Cavanaugh, Supt. Car Service, Big Four; H. G. ~~Sticht~~, Car Accountant, Vandalia; N. D. Ballantine, Supt. Car Service, C. B. I. & P.; G. P. Johnson, Car Accountant, C. R. I. & P.; H. L. Battles, Agent, C. R. I. & P.; L. Page, Gen. Agent, C. B. & Q.

The minutes of the last meeting were read and approved.

### Switching Limits for Reclaim Purposes.

Chairman: At the last meeting, I was asked to get the Arbitration Committee together, and I think a half-dozen efforts have been made, but each time some one or more of the members could not be present. As part of the members are interested in some of the reclaims, I thought best not to have a meeting until a full attendance was assured. I think the Association ought to do something to get the cases off the docket, and give relief to the roads interested. What is your pleasure?

Mr. Merrick: I should like to know what some of the cases are.

The Secretary then read correspondence pertaining to cases which had been referred to the Committee, and also the Toledo Division interpretations, applicable to Rule 7 of the Peoria and Pekin Per Diem Reclaim Rules.

Mr. Ryder: I move that the interpretations, applicable to Rule 7, as adopted at Toledo, be adopted by this Association, and that the vote be taken by letter ballot. Further, that the result of this letter ballot be applicable to the cases now pending.

Seconded and carried.

Mr. Ryder: The Secretary might secure from Mr. Frederick his side of the case presented by Mr. Cavanaugh, and submit both sides along with the request for letter ballot.

Interpretation of Peoria and Pekin Per Diem Reclaim Rules,

in effect January 1, 1905, governing cars interchanged in Bad Order.

Per Rule 7, actual per diem accruing will be allowed; this is not intended as meaning the number of hours car is held for repairs, the reclaim being counted by days. For example:

A car day is twenty-four (24) hours, counted from 12:00 midnight to 11:59 p. m., or midnight to midnight of the same date.

On a bad order car received from a connecting line at 10:00 p. m. of one date and repaired at nine (9) a. m. of the next day, one day reclaim will be allowed.

It is understood that the delivering company pays the Car Owner Per Diem for the day car is delivered, viz.: On a car delivered at one (1) a. m., the delivering company pays per diem for that date up to twelve (12) o'clock midnight, and for any car held for repairs any number of days after that hour reclaim will be allowed against delivering road, to a maximum of three (3) days.

#### Reclaims Allowed.

1. On Car Owners' cars received home, with defects for which the delivering company is responsible.

2. On Foreign cars received with either Car Owners' defects, or defects the delivering company is responsible for.

3. On House or Yard cars when repairs are necessary to make the movement.

4. On cars handled by an intermediate road on a switching charge, if condition of the car requires repairs to be made to place it in condition to make the movement from one road to another, character of defects to decide.

5. On all cars transferred on account of condition of car, overloading, dimensions of car, dimensions of lading on open cars, and shifter or spread lading on open cars.

6. On all cars reloaded or partial transfers made, on account of side doors forced out by lading, end gates forced out by lading, leaking lading, securing lading at side doors, re-

blocking of lading on open cars, and absence of grain doors in box cars loaded with coal, lime, sand, etc.

7. On all cars received from connecting lines in defective condition that necessitate switching out to make the repairs, except Private cars, and Car Owners' cars, received home with defects for which the car owner is responsible per M. C. B. Rules.

#### Switching Lines Responsible.

8. On each car damaged or with material missing, when damaged or lost while the car is in possession of a switching line, that necessitates detention of the car, by the receiving company, to make repairs.

9. Switching lines that permit an industry, located on their line, to load a car and consign it via a different line than that received from, will be responsible for reclaim if any defects exist that will necessitate the detention of car to make repairs.

#### No Reclaims Allowed.

10. On Private cars and on cars belonging to railroads not parties to the Per Diem Agreement.

11. On cars which need light repairs that can be made in yard without requiring the switching out.

12. On cars passed on card, passed on notation, or passed as O. K. without any repairs being made.

#### Home Deliveries.

13. Companies must state what cars belonging to their terms they consider Home when delivered on their rails by connections.



**Early Closing of Freight Houses.**

**Secretary:** By your direction, I wrote each Superintendent, calling attention to matters complained of at the last meeting. Several replies have been received, one of which will answer for the others:

Peoria, April 10, 1906.

Mr. E. Ryder, Supt.:

Referring to conversation this date in reference to complaint of the P. & P. U. that various lines have given them blanket orders to deliver freight to certain firms without presentation of paid freight bill.

This refers principally to wholesalers who do their own teaming and to one or two manufacturing plants who are forced to draw vouchers to cover their freight charges, and includes Thede Bros. Drayage Co. All interested are on our credit list, and they have filed ample bond with us to protect against freight charges on all shipments delivered to them.

While I am in favor of delivering L. C. L. freight only upon presentation of paid freight bill, conditions are such at this point that the various agents have found it to advantage to deliver to consignee's teamster without presenting freight bill. securing receipt at the time of delivery, the bond protecting the railroad company against loss of their freight earnings, the principal reason for this action being the prompt delivery of freight at 7 o'clock in the morning when unloaded by the P. & P. U., and it occurs to me that this is quite an advantage to the P. & P. U. in keeping their platform clear.

In face of our release there is no liability with the P. & P. U. for freight charges in making delivery of such shipments, nor is there any possibility of this company losing its freight earnings, as we are protected by bond. If we attempted to make delivery only on paid freight bills it would necessarily delay the freight on the platform from 7 o'clock until 8, 8:30, and possibly 9 o'clock a. m., when freight bills could be properly rendered, and under the circumstances I

do not believe the present method is working a hardship on anyone; in fact, it is quite beneficial to all interested.

Referring to statement that certain roads are allowing transfer company to haul freight to connections without billing. This is not true as to the C. & A. freight, as we have not authorized Drayage Co. to deliver freight from this station unless accompanied by proper data for forwarding, and no exceptions are being made.

(Signed) J. C. Payton, Agent.

Bloomington, April 16, 1906.

J. C. Payton, Peoria:

Your letter of April 10th, File 9817, relative to complaint of P. & P. U. that the various lines have given them blanket orders to deliver freight to certain firms without presentation of paid freight bill. What means have you of knowing, other than tally sheets, that certain freight has or has not been delivered to these concerns?

(Signed) E. Ryder, Superintendent.

Peoria, April 18, 1906.

E. Ryder, Supt.

Replying to yours of the 16th, in reference to deliveries made by the P. & P. U.

I believe you understand that we are using C. & A. house book in taking receipts for all deliveries. This is a printed form issued by the C. & A., and is filled out in this office each morning and sent to the platform to secure receipts covering deliveries of our freight. Tally sheets are also made in this office indicating to the P. & P. U. the articles they should check from car. They make checks on these tally sheets indicating what freight was unloaded from car and return sheets to us. This proves our unloading of the articles. Our freight bills are checked against this unloading record; any shortages noted are immediately investigated. If freight is not found on platform we issue usual short report indicating that it did not arrive; the freight that P. & P. U. check out is supposed

to be on platform, and as we notify consignees of the arrival of freight immediately, we soon receive complaint from them if delivery is not properly effected. We also review our freight bills on hand to know that freight is still with us, again taking up with consignee for removal of same.

The P. & P. U. return the house book, together with connecting ~~line receipts~~, to our office each p. m., and as they take receipts from consignees in the ~~house book~~ regardless of presentation of freight bills of certain firms, we are in ~~position~~ to know that delivery has been effected by such receipt.

The checking of freight from the car on tally sheets is practically a receipt to us from the P. & P. U. for such freight; the receipt secured in house book upon delivery to consignee is practically P. & P. U. receipt for delivery of such freight, but also serves our purpose as well.

(Signed) J. C. Payton, Agent.

Mr. Worthington: The entire situation is outlined in these letters to Mr. Ryder, and since the roads have receipts in freight book, and are furthermore protected by bond of the Transfer Co., we see no objection to continuing the present practice of delivery. Other difficulties complained of have been largely corrected. We have not heard from Mr. Niederlander in regard to any assistance wanted from the Committee, and we assume that everything is progressing satisfactorily. We don't know what the P. & P. U. have done in regard to new equipment which Mr. Millard agreed to purchase.

Local Freight Agents' Association.

Peoria, May 7, 1906.

A. J. Elliott, Secretary:

In further reference to your File B-3156-E, regarding conditions at freight houses, will advise that the instructions issued in your letters have been complied with, in addition to which a meeting with a Committee representing the Peoria Shippers' Association was arranged with a Committee from this body to discuss the deficiencies listed by your Committee,

at which the various points were fully discussed, resulting in improvement.

You will find enclosed reply from the Peoria Shippers' Association, in which they make specific answer to each deficiency referred to and list deficiencies on part of the railroads. In addition thereto is a copy of their circular No. 2, in which the exceptions taken are drawn to the attention of such shippers as it was found were delinquent, the blank spaces being filled from the report of the various agents to your Committee, the same having been loaned for the purpose.

We feel that the shippers have joined us heartily in this matter, and are making a conscientious effort to improve the conditions, and we trust that prompt action will be taken with a view to eliminating such of the deficiencies on the part of railroads as can consistently be done. The matter is continued on the docket of this Association for further consideration.

(Signed) Local Freight Agents' Ass'n,  
G. T. Mowat, Secy.-Treas.

The Peoria Shippers' Ass'n.

Peoria, April 24, 1906.

Peoria Local Freight Agents' Association.

City:

Since the receipt of your circular letter, March 27th, we have investigated the nine charges against the Peoria shippers, and find conditions to exist as follows, in the order mentioned:

1st. A large percentage of shippers are delivering too large a percentage of their freight after 4:00 p. m., and steps have been taken to overcome this practice at once.

2nd. The bills that you are receiving in the morning for large consignments and articles keep coming all day, is practiced by only one firm, and after going into the subject at our joint meeting, you will remember it was agreed that the practice could not be done away with and did not cause any inconvenience.

3rd and 4th. Shippers have all been requested to send bills with each load, and if more than one load, that the bills are sent with the first load going to the depot. Any deviations from the above should be reported by you to our Secretary.

5th. We are unable to find any one that is sending scattered and incomplete shipments to the depot, and we are unable to act unless you can furnish names of offending firms.

6th. We find that not only are our shipments assembled on the wagon, but our teamsters carry the articles from the wagon into the freight house, and assemble them for you on the floor—something that is not being practiced anywhere else.

7th. We find that all freight is being plainly marked, with the exception of flour, and that was marked by a tag on one sack, and this gave reference to the number of sacks and kind of flour the consignment consisted of. This, however, has since been discontinued, and all articles are now being plainly marked.

8th. All shippers have been requested to get the freight promptly from the inbound freight houses, and we have the assurance that they will make an improvement in this direction.

9th. While our Committee was unable to satisfy themselves that it made any difference whether the team stood parallel with or right angles to door on account of the distance between your freight house doors, nevertheless, all firms have been requested to instruct their teamsters to do so when necessary, and in all cases guard against blockades.

To the above we wish to add that all shippers are anxious to cooperate with the railroads in order to facilitate and expedite the handling of freight through the freight houses, thereby effecting next-day delivery. An improvement, however, can not be effected by one side, and the shippers unanimously demand an improvement in the freight houses.

On account of lack of facilities for the handling of a large volume of freight, the teamsters have been compelled to carry the articles very near to the center of the freight houses, and assemble them for you on the floor, thereby consuming at

least 150 percent more time than would be necessary with proper facilities, such as are furnished at other shipping centers. During our investigation, we find that at other places the teamsters are not allowed in the freight houses under any circumstances. The freight is taken from them and delivered to them at the doors, and the outgoing freight scarcely touches the platform, but is practically all handled direct from the wagon on trucks to the cars, and teams are able to get away from the freight houses in a comparatively short time. In this way the inadequate service at the freight houses, causing unnecessary delay to teamsters, is a serious barrier to the shippers in trying to improve the early deliveries. However, the members of our Association will do the very best they can under the circumstances, but will you also please advise us what may be expected in the way of improvements on your part?

List of Deficiencies on the part of Railroads.

1. The house too small. Not enough doors for each road.
2. Freight should be taken from wagons on trucks direct to cars and not put in freight houses by teamsters.
3. There should be one check clerk to each door during rush hours.
4. Check clerks should be employed by various roads. P. & P. U. check clerks do not have same interest as employees of individual roads.
5. Roadway too narrow for number of teams employed, causing blockades.

Yours truly,

J. Younge,  
W. J. Evans,  
L. A. Howes,  
R. M. Field,

Committee.

The Peoria Shippers' Association.

Peoria, April 25, 1906.

CIRCULAR No. 2.

Gentlemen:

—File 143—

You will probably recall the contents of Circular No. 1, of

February 3d, calling attention to necessity of earlier delivery of outgoing freight to various freight depots. Our appeal resulted for a short period in earlier delivery in the bulk of your outbound shipments, but investigation recently revealed the fact that — percent of your shipments are being delivered to your freight houses after 3 o'clock in the afternoon. They now make the following requests:

First—Earlier delivery of outbound freight must be made, so that a larger percent of your shipments reach the freight depot before 4:00 p. m., and that only a small percent of your shipments are delivered after 4:00 p. m.

Second—Bill of lading must be sent with each load, and in case of stock orders, when a consignment consists of more than one load, the billing must be sent to the freight depot with the first load.

Third—That each article, including Flour, is plainly marked.

Fourth—Inbound freight should be taken away from the freight depot immediately after you have been notified of its arrival, in order to avoid congestion.

Fifth—Teamsters should be cautioned to stand their wagon at right angles to door and not parallel with, which will have a tendency to avoid blockades, get rid of their load quicker, and should enable them to make more trips during the day.

If this can be lived up to, we have the railroad guarantee that all shipments delivered to them during the day will be loaded that same day, and in all instances make next day's delivery. This is very important to Peoria shippers in order to compete with outside competition, and should be given serious consideration.

Is it not possible for you, by making a vigorous and determined effort, to deliver at least 90 percent before 4:00 p. m. each day? Unless this can be accomplished, your shipments that are delivered after 4:00 p. m., as we are reliably informed, can not be loaded the same day. Either one of two things must be done: The shipping public must deliver the bulk of outgoing freight before 4:00 p. m., or we must consent

to the closing of freight depots at 4:30 p. m. daily, except Saturday, otherwise the shipments will suffer delay in the freight depot of at least twenty-four hours.

We respectfully urge the absolute necessity of vigorous measures to accomplish the desired end. The railroads are making some reform as a result of our criticisms and complaints, and we should be willing to do our part by cooperating with them and complying with their repeated requests for early delivery, etc.

Yours very truly,

J. Younge,

W. J. Evans,

L. A. Howes,

R. M. Field,

Committee.

P. S.—The percentages of your deliveries during the day are as follows:

7 a. m. to 11 a. m.

11 a. m. to 12 noon.

12 noon to 1 p. m.

1 p. m. to 2 p. m.

2 p. m. to 3 p. m.

3 p. m. to 4 p. m.

4 p. m. to 5 p. m.

Secretary: The Chairman of the Shippers' Committee stated to me yesterday that if the railroads would provide a yardman to compel the teamsters to keep their wagons at right angles to doors, and to drive away when through delivering or receiving, that the situation would be greatly improved.

Mr. Worthington: It was the Committee's idea that the two additional foremen, if employed, could look after the roadway.

Mr. Russell: Was it the expectation that check clerks should be employed by any roads separately?

Mr. Worthington: No, sir; the Committee's investigation proved conclusively that joint check clerks should remain.



Mr. Niederlander: The same day of our last meeting, a shippers' Committee visited the freight houses, where they saw a great many things that surprised them. They saw some freight brought down at 5:00 p. m., which they did not expect would be loaded out that day, but by the time they walked to the end of the freight house and back, the freight was loaded and gone. The representative of one of the chief violators said he was not surprised that we wanted to close at 4:30 p. m., and that he believed we would come to the 4:30 hour on the shippers' request, instead of our own.

In regard to putting freight on the wagons, I expect, within the next two weeks, to give that matter a trial. As for taking freight off the wagons, that is more difficult; for instance, take a grocery concern that has freight for eight or ten towns on one wagon, consisting of perhaps forty shipments. They don't want us to take that freight until after they have unloaded it. They may have barrels at the bottom and baskets on top, and other freight between, and they unload the whole wagon before assembling for check clerk's inspection.

Mr. Ryder: Don't you think the present practice of teamsters going into the house and getting freight has been fruitful of pilferage and caused many of our losses?

Mr. Niederlander: Yes, on inbound stuff, but not on outbound.

Chairman: I will ask Mr. Worthington what has actually been accomplished in this matter, if anything.

Mr. Worthington: In actual results, nothing has yet, but we have just gotten around to where we will accomplish something. The details needed to be looked up, such as the reorganization of the forces, etc., and we are just now at a point where we ought to get results.

Chairman: Have you, Mr. Niederlander, increased your force?

Mr. Niederlander: No, we have not, but have rather cut them down. We try to operate as cheaply as possible, where

others pay the bills, and I will say we made \$44.00 one month only, in operating the house.

Mr. Ryder: It occurs to me the action of the Committee has gone a long way towards allaying the feeling of shippers.

Mr. Worthington: There is only one question yet open, and that is the question of car transfer.

Chairman: We have been sparring back and forth on the question of a closing hour, and as soon as we are in a position to say to the shippers that we have offered to do, or have done something for them, then we should be in a position to name an hour for closing. Do you think that time has arrived?

Mr. Worthington: No, sir, not yet; but I think we will be in a position to do so soon.

Mr. Niederlander: I believe the shippers will ask us to close at 4:30 p. m. There are men on that Committee who are reasonable, and they see the virtue in an early closing hour. So far as the Rock Island are concerned, we will have no difficulty in getting them to fall in line on anything that will better the conditions. It is a question whether the Q. or any other line will refuse a car of freight if you give it to them with the bills.

Mr. Battles: The condition under which freight is received, the receiving line here paying the cost of transfer, would have some bearing on the case.

Mr. Ryder: Who pays for the team transfers?

Mr. Battles: Receiving line.

Mr. Ryder: It is about as broad as it is long, then.

Mr. Niederlander: I do not see that any road could refuse to receive a car of freight which was offered them with proper billing.

Mr. Ryder: I do not think they can, nor do I think it likely that they will.

Mr. Smalley: We see no objection to giving the matter a trial.

Mr. Ryder: Have any further overtures been made to Mr. Mulhern to get him to join in the car transfer?

Mr. Worthington: Nothing more, since what we reported at the last meeting.

Mr. Page: Car transfer causes 24 hours' delay to the freight. That is the first objection, and we can not see where it would lessen our expense. We think the arrangement would be detrimental to this gateway.

Mr. Niederlander: Suppose cars are delivered to you at 2 o'clock each day. Is not that ample time for you to get that freight out that night?

Mr. Page: No, sir; it would take until 3 o'clock to get the car to the house, even if you were very prompt, and it would require a longer truck haul to handle.

Mr. Battles: It would have a tendency to bunch freight at a busy time of day. As it is now, many loads are brought over in the morning.

Mr. Page: If the C. B. & Q. could see any advantage in the arrangement, or could save any money, we would of course be in for it.

Mr. Ryder: Would you go further and say that if a majority of the Peoria lines favor the car transfer, that you would give it a trial?

Mr. Page: I would not want to say off hand. The plan has been tried before, but was not a success. It causes your work to be bunched, and the bulk of your freight to be handled between 3 and 3:30 o'clock.

Mr. Ryder: Otherwise, if the team transfer continues, you claim the deliveries are made in the morning.

Mr. Page: A great portion of them.

Mr. Ryder: If that is the case, the Committee's conten-

tion that the team ways were blocked in the afternoon with transfer freight is not entirely borne out.

Mr. Niederlander: The Committee's endeavor was to locate and establish all inconveniences existing, and to suggest improvements. Would you, Mr. Page, be willing to try car transfer for a certain period?

Mr. Page: I don't believe the Q. would care to make another experiment. We did that once, and the results caused delay to L. C. L. freight for connections.

Our transfer freight is ready for the teams to commence hauling at 7 o'clock in the morning, and it is less expensive for us to string out the work during the working hours of the day, than to undertake to handle it all in two or three hours.

Mr. Niederlander: Would you have over two cars a day for lines using our Terminal?

Mr. Page: I could not say.

Mr. Niederlander: There are three or four cars the other way.

Mr. Page: If the freight was regular, and did not come by fits and starts, we could send a certain amount of freight each day to certain territory.

Mr. Niederlander: We were not to consider tonnage, but were to send over certain cars each day, light or heavy.

Mr. Page: That would increase your expense per ton.

Mr. Niederlander: The P. & P. U. offered to handle the cars for nothing.

Mr. Page: What time does your merchandise arrive, as a rule?

Mr. Niederlander: All times during the 24 hours, heaviest at 1:30 p. m. and 5:30 a. m.

Mr. Niederlander: The question was put by the Committee, what position you would take if they sent freight to you in a car?

Mr. Page: We would endeavor to handle it to the best advantage.

Mr. Niederlander: There would be no basis for declination at all.

Mr. Page: Only past experience.

Mr. Niederlander: What I meant was, would you decline to take car so laden?

Mr. Page: We would not decline the freight.

W. F. Schaff: We are arranging certain connections so that our merchandise will get in here in the morning by 7 o'clock, so that the transfer could be gotten over to connections by 2 o'clock each afternoon.

Mr. Niederlander: What the Committee want to know is whether or not the Q. would join in a trial of the car transfer.

Mr. Page: I will say this, if the Committee as a whole will spend a day in Peoria, if I can not convince them the plan is not feasible, the Q. will do their best in giving it a trial; but I think I can convince them it is not feasible.

#### **Adjournment for Summer.**

Mr. Russell: I think last year the other Divisions adjourned during June, July and August, and I think we could just as well have done so.

Chairman: I think the point raised by Mr. Russell is well taken.

Mr. Ryder: I move our next meeting be held in September.

Seconded and carried.

#### **Offering Reports.**

Mr. Ballantine: I should like to bring up the question of uniform Offering reports. The P. & P. U., as agent for eight

or nine lines, complicates the situation, and I should like to get expression from members as to whether there are any reasons why business can not be handled direct with the P. & P. U., instead of the various lines.

Mr. Cavanaugh: Would it not be a good idea to have a Committee of three to take up the question right along those lines, and delve into the matter with those handling the details?

Mr. Johnson: Do you agree that the question needs attention?

Mr. Cavanaugh: We have offering reports four or five days after the transaction occurred.

Mr. Merrick: I move that a Committee of three be appointed to investigate the matter, taking it up with the various car record offices, and report at the next meeting.

Seconded and carried.

The Chair appointed Messrs. Ballantine, Cavanaugh and Burrill.

### **Interchange Reports.**

Mr. Bedbury: Among the tenant lines of the P. & P. U. in the interchange of cars, many of them are stolen or misappropriated. I have taken the matter up with the P. & P. U., but have not been able to straighten it out.

Chairman: If there is no objection, we will let this question be handled by the Committee just appointed on offering reports, this same Committee to handle all matter pertaining to car handling until our September meeting, at which time they will make report.

Adjourned at 11:45 a. m.

M. D. SCHAFF,

President.

A. J. ELLIOTT.

Secretary.

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The meeting was called to order at 10:20 a. m., with Vice-President Kearney presiding.

The representation (including visitors) was as follows:

B. & O. S-W.....	J. B. Carrothers....	Superintendent.
	H. G. Kruse.....	Train Master.
C. B. & Q.....	J. A. Somerville...	Supt. Terminals.
C. & E. I. R. R.....	R. D. Miller .....	Trainmaster.
C. & A. R. R. ....	Wm. Pratt.....	Local Frt. Agent.
C. C. C. & St. L. Ry.....	R. R. Harris .....	Agent.
	P. J. Hickey.....	Master Mechanic.
C. P. & St. L. Ry.....	L. P. Atwood .....	Supt.
Illinois Central R. R....	C. R. Wescot.....	Trainmaster.
	R. O. Wells.....	Agent.
L. & N. R. R.....	*John Fitzgerald..	Supt. Terminals.
M. K. & T. Ry.....	Not Represented.	

Missouri Pacific .....E. F. Kearney....Supt. Terminal ~~As.~~  
M. & O. R. R.....A. L. Pollard.....Agent ~~As.~~  
St. L. & S. F. R. R.....§B. W. Moore.....Supt. Terminal ~~As.~~  
St. L. T. & E.....Not Represented.  
St. L. & B. E.....Not Represented.  
St. L. & S. W.....Not Represented.  
Southern Ry. . . . .Not represented  
St. L. K. C. & C.....Ed. S. Butler...Foreman Car De ~~I~~ ~~As.~~ ~~pt.~~  
St. L. Transfer Co.....Not represented.  
St. L. Nat'l Stk. Yds....J. H. Hohl.....Supt. Terminal ~~As.~~ ~~ala.~~  
T. St. L. & W.....D. Marks.....Foreman Car De ~~I~~ ~~As.~~ ~~pt.~~  
R. J. McGrail.....C. C. to Su ~~I~~ ~~As.~~ ~~pt.~~  
Mo. Power.  
M. Marea.....R. F. of E. & E.  
W. H. Moss.....Gen. Foreman ~~As.~~ ~~Jan.~~  
T. R. R. A.....J. J. Coakley .....Superintende ~~As.~~ ~~nt.~~  
W. T. Aylesbury...Car Account ~~As.~~ ~~nt.~~  
J. J. O'Brien.....Supt. Car. De ~~I~~ ~~As.~~ ~~pt.~~  
Vandalia . . . . .John Fitzpatrick .....Age ~~As.~~ ~~nt.~~  
Wabash .....J. E. Taussig.....Supt. Term ~~As.~~ ~~'ls.~~  
Wiggins Ferry Co. ....Geo. Hannauer .....Superintende ~~As.~~ ~~nt.~~  
Int. Car Transfer Co....Geo. Hannauer .....Superintende ~~I~~ ~~As.~~ ~~nt.~~  
Central Association .....Chas. Waughop....Chf. Int. Ins ~~I~~ ~~As.~~ ~~pr.~~

\* Represented by S. J. Cashel, Contg. Frt. Agent.

§ Represented by W. O. Shreves, C. C.

Chairman: The minutes of the previous meeting have been distributed, and unless some objection is offered, they will stand approved.



**Unfinished Business.**

**Collection of Grain Doors at Elevators.**

Secretary: This matter has been referred back to the Local Freight Agents' Association, and we are yet to hear from them.

**Acceptance of Business when Embargoes are Placed.**

Secretary: Mr. J. J. Coakley, Superintendent Terminal Railroad Association, writes as follows:

I find there is a good deal of misunderstanding in regard to the matter of accepting business in transit when an embargo is placed. Some roads centering here reject cars and pay the per diem on them in accordance with Rule No. 14, not, however, until the car or cars are tendered the receiving line and switched out and set back, necessitating some extra switching that would be avoided, and it seems to me that there should be an expression obtained from the members of this Association and a decided stand taken one way or the other, so as to avoid instances of cars delivered and set back. I am in favor of the acceptance of everything in transit at the time the embargo is placed, in strict compliance with the rule on the subject; but, of course, if our connections placing an embargo will not accept such business from us, it necessitates us either holding it or setting it back to the line from which we received it, causing more or less complication.

Mr. Taussig: I can see no reason why Rule 14 of the American Railway Association can not be enforced in this territory strictly up to the letter. I believe it is being enforced elsewhere. I do not know which roads Mr. Coakley has reference to when he says that they refuse to accept business in transit.

I would judge he means that they refuse to accept business in transit over his own rails. That is not the intention of Rule 14, and, so far as we are concerned, we are willing to live up to Rule 14 of the American Railway Association.

Mr. Aylesbury: It appears to be the practice with some of the lines in St. Louis that whenever an industry is behind in accepting business, they place what is called an embargo. They say they will not accept any more business for this industry, leaving it to the line originating the business or the intermediate line to hold this business on their rails. That is strictly against all per diem rules. Rule 15 says, when a road places an embargo, they must accept all the business in transit. That is not being done in St. Louis. We the switching line—are notified that such and such an industry will not accept any more business, and we transmit that notice to connecting lines, of course to protect ourselves, but the road on which the industry is located should accept all of the business for that industry when they place the embargo, and not put it up to the line bringing the cars into St. Louis to hold them on their rails, or, as is the case in St. Louis, they deliver them to the intermediate line, in a great many cases, and they are expected to hold the cars. It is not so much a question of per diem, but is a question of rule, and it is not right to impose upon the delivering line or intermediate line to hold these cars on their rails, but the line on which the industry is located should take all the cars that are loaded for that industry up to the date that they place the embargo.

Mr. Hannauer: I would like to ask Mr. Aylesbury if his understanding of the A. R. A. rule is that it applies as well to empty cars; that is to say, does a line have to accept empties that are in transit?

Mr. Aylesbury: I do not know how to answer that question, because I am not positive on it.

Mr. Taussig: I am living up to Rule 14, but it does not go as far as Mr. Aylesbury thinks it does. Rule 14 reads:

A road failing to receive promptly from a connec-

tion cars upon which it has laid no embargo, shall be responsible to the connection for the Per Diem on cars held for delivery, including the home cars of such connection.

If such failure to receive shall continue for more than three days, the delinquent line shall thereafter in addition be responsible for the Per Diem on all cars wherever in transit which are thus held back for delivery.

It shall be the duty of a connection intending to reclaim such Per Diem allowance to notify the delinquent line daily of the total number of cars so held for it, and, when required, to furnish the initial and numbers of the cars.

Chairman: It places a penalty on the receiving line.

Mr. Wescott: I think Mr. Coakley has reference to embargoes when placed under Rule 15.

Mr. Taussig: Rule 15 reads:

When a road gives notice to a connection that for any reason it can not accept cars in any specified traffic, thereby instituting an embargo, it should receive cars already loaded with such traffic at the time such notice is issued. If it does not receive such cars the road holding them may reclaim Per Diem from the road placing the embargo for the number of days such cars are held, not exceeding the duration of the embargo.

After the date of the notice a road must not load or reconsign cars in such traffic to the road issuing the notice.

All such notices must be given by telegraph, by the embargoing road, to its immediate connection, and by it transmitted as may be necessary.

Mr. Wescott: It is optional with the receiving line to receive or refuse business in transit.

Mr. Hannauer: I believe now we have gotten to the "milk of the cocoanut." My understanding of Rule 15 is exactly as has been stated here, and I draw the deduction that, while it intimates that the receiving line must receive everything that is in transit, it really does not command it, and it is optional with the receiving line to act as it wishes. I assume from Mr. Coakley's letter that what he is trying to establish is some uniform practice on that point; that is to say, make it uniform everywhere, so that the switching lines as intermediates will know just what action they shall take in every instance. I wish to say for the Wiggins that when an embargo is placed on freight for an industry on the Wiggins' tracks, we receive everything that is in transit. On the other hand, if the Wabash wish to place an embargo on some industries on the Wabash rails, we would not know whether we should receive that stuff for the Wabash, or whether we should decline to take it on the ground that the Wabash does not propose to receive cars that are in transit at the time embargo is placed, and if it is possible to establish some uniform practice on that point, of course it would help out some, especially when things get busy.

Mr. Kearney: The necessity for placing embargoes sometimes is very urgent and it sometimes arises very suddenly. I do not believe you can establish a uniform practice except in this way: We could establish the practice that when a road is putting out an embargo to say that they will or will not receive freight in transit, but each individual line should be allowed to act as it pleases; that is, to take cars in transit or to refuse them and pay the penalty attached to the refusal.

Mr. Hannauer: Our Company has placed itself on record to the extent of specifying that we will take everything in transit, and since we put out that notice, two years ago, we have never had to deviate from it. If we could include that in the notice, or else if everybody would go on record in this way, it will make the thing clear. On the other hand, I am

a little bit in doubt as to whether this is a Central Association matter or a Per Diem Committee matter.

Chairman: It is a Central Association matter, since the question has been raised in this Association.

Mr. Taussig: I am willing to go a little further. I believe what Mr. Coakley is trying to get at is: An embargo may be issued and he may have some cars in transit over the bridge at the time; the road placing embargo refuses to take the cars. I think, as a matter of fairness to the Terminal, we should agree to accept any cars that are on Terminal rails at the time embargo is placed.

Mr. Hannauer: That will not settle the question.

Chairman: I do not think, Mr. Taussig, that Mr. Coakley has never had occasion to send cars back over the bridge on account of his western connections refusing to receive them.

Mr. Hannauer: No doubt he has been in the same position that the Wiggins has been in, namely, we receive the freight and get caught with an embargo. We have got to juggle these cars around and keep them out of the way until we can induce our connections to take them off our hands. However, I move that the matter be held over until next meeting for further discussion.

Mr. Somerville: I second the motion.

Carried.

### **Supervision of Scales by the Merchants' Exchange.**

Secretary reads:

Local Freight Agents' Association.

East St. Louis, April 25, 1906.

Mr. J. Rothschild,

Sec'y Central Ass'n of R. R. Officers,

St. Louis, Mo.

Dear Sir: This Association has had under consideration for some time the supervision of scales by Merchants' Ex-

change, St. Louis, and has made arrangements with that body to supervise and furnish to the Railroad Companies the out-turn weight of all car load freight unloaded at Mills, Elevators and Public Delivery Tracks.

In closing up the arrangements it was found that some of the Public Delivery Tracks of the Wiggins Ferry Co. and Terminal Railroad Association were not provided with sufficient yard clerks to handle the business in accordance with the arrangements which had been made with the Merchants' Exchange Weighing Bureau, that was to see that the driver of each wagon, when calling for the load of freight, had a ticket from the Weighmaster showing that his wagon had been weighed light, and the Committee handling this business met with Mr. Hannauer and Mr. Coakley, of the Wiggins Ferry and Terminal Association, with reference to additional yard clerks in such territory. For your information, I attach hereto a copy of their report, dated April 17th.

At our last meeting I was instructed to submit the matter to the Central Association of Railroad Officers for the purpose of securing proper protection on out-turn weights of shipments delivered from the Team Tracks of the Merchants' Bridge Terminal, Terminal Railroad and Wiggins Ferry.

Will you kindly see that the matter is submitted to the Association at its next meeting, and oblige,

Yours truly,

(Signed) F. W. Brown,

Secretary.

Local Freight Agents' Association.

East St. Louis, April 17, 1906.

Mr. R. O. Wells,

President Local Freight Agents' Ass'n,

St. Louis, Mo.

Dear Sir: Agreeable to instructions of the Association at the last meeting, your Committee, with Mr. Johnson, Agent of the Terminal R. R. Association, called on Superintendent Coakley, of the T. R. R. A., and Superintendent Hannauer, of the Wiggins Ferry, with a view to having them furnish a suffi-

cient number of Yard Clerks to properly protect cars delivered from team tracks on their rails, telling them that it was the sense of the Association that cars delivered from team tracks of the Wiggins Ferry Co. and the Terimnal R. R. Ass'n should have the same protection as if delivered from team tracks of the trunk lines.

After considerable discussion, Mr. Coakley stated for the Terminal R. R. Ass'n that his position was that, when a car was delivered to consignee under seal, that to all intents and purposes they had effected delivery of the freight, and that they had no further interest in the property, although it was admitted that cars, after the seal once was broken, remained without seal protection during the entire day, and, if not emptied, resealed in the evening before the yard clerk left. Mr. Hannauer took the same view, but intimated that he would be willing to look into the matter of additional yard clerks, provided the Association would stand the additional expense.

(Signed)

Wm. Pratt,  
A. L. Pollard,  
E. J. Lampert,  
Committee.

Chairman: You have heard the communication. I would like to have Mr. Pollard explain to the meeting the necessity for the move requested here.

Mr. Pollard: Mr. Chairman, about a year ago the Committee on Weights of the Merchants' Exchange took the matter up with the Local Freight Agents' Association with reference to having them enter into an arrangement by which the weights of the Merchants' Exchange would be recognized in settling freight bills. A Committee was appointed to look into the matter. This Committee visited the principal wagon scales located on both sides of the river, saw their method of doing business, investigated as to the protection that would be given the railroad companies if they went into such an arrangement, and formulated plans by which we thought it would be to the benefit of the railroads as well as to the patrons of the

railroads to enter into this arrangement. About the time we had all lines agreeable to putting this into effect, the question was brought up of including the Produce Exchange in the arrangement. The Committee met with a Committee of the Produce Exchange and Merchants' Exchange, but the Produce people at that time stated very emphatically that they would not go into this arrangement unless they were assured that the railroad companies would furnish in their various yards sufficient yard clerk protection to carry out the arrangement. They stated this was not the case at the present time, especially in the North St. Louis yards. The matter was taken up with Agent of the Burlington at that time, who promised to give additional clerical help so far as his company is concerned. Also took the matter up with Mr. Johnson, Agent of the Terminal, who stated that he was unable to get his people to agree to putting on any additional force. The Committee was then instructed to call on Messrs. Coakley and Hannauer, with the result as set forth in report just read by the Secretary. The Local Freight Agents feel, as stated in their report, that the Terminal and Wiggins should offer the trunk lines the same protection when delivery of freight is made from public team tracks on their property as the railroads themselves would do if the freight were brought by them into St. Louis. Failing to arrive at an understanding with the terminal lines, our Association thought it best to refer the matter to the Central Association, with a view to getting them to prevail upon the terminal lines to give us this assistance. Unless they do that, the arrangement will fall through.

Chairman: Your statement is very clear, and there is no doubt in my mind that the Terminal should deliver freight on team tracks the same as any other line, but this is the point: if you deliver a car of freight on a team track at East St. Louis, do you really check out that freight?

Mr. Pollard: We do.

Chairman: Is the same procedure followed in loading that same car at Indianapolis, for example?



Mr. Pollard: I do not know what the general practice is, but where bill of lading is issued the representative of the railroad company must have checked the car if bill of lading is not endorsed, "Shipper's Load and Count."

Chairman: If a car is loaded on team track at Cleveland, and is delivered at St. Louis on team track of the Terminal, with seals intact, any claim for shortage that may be substantiated is divided or prorated among the lines interested, including the Terminal, under the Freight Claim Agents' Association's rule.

Mr. Pollard: For instance, the Agent at Indianapolis would issue a clear bill of lading on a car loaded by the shipper; car would be delivered on Wiggins track, St. Louis. The Wiggins have a yard clerk that goes around there about twice a day. Consignee puts in claim for shortage. Wiggins don't know whether consignee got all of his freight or not.

Mr. Hannauer: As to the Wiggins Ferry example cited, I want to take issue with the statement that the Wiggins would not know whether anything had been delivered or not. The Wiggins Ferry Co. would take the receipt of the consignee for that car, which receipt would cover the seals. We consider that in this way we practically terminate our responsibility for the car when we show delivery to the consignee under whatever seals are on the car at the time. Then, of course, all seal records will be traced to determine responsibility, but we do not hold ourselves responsible for freight after consignee has signed for it, except damage due to our own negligence.

Chairman: The point in my mind is: Is this question not along the same lines as that of furnishing help to load and unload carload freight on team tracks? Rate classification on carload freight carries with it a reduction in rates on account of the carriers being at less cost in handling the same. Is it becoming the practice of railroads to allow a shipper to load a car on a team track and furnish a man to check it in for them and give him a clear bill of lading? Is that a practice

that is becoming general in this country? If so, we ought to stop it.

Mr. Pollard: So far as we are concerned, we have always checked our freight in and out of cars on team tracks.

Mr. Somerville: I would like to ask Mr. Pollard, in case a shipment loaded on a private track in New York comes out to St. Louis and is delivered on a public team track; the man in New York makes affidavit that he put a certain amount of freight in the car and the check out at St. Louis shows a shortage,—I ask if their Claim Department will not pay that claim just the same as if it was checked in at New York? We consider affidavit of a shipper that he loaded a certain amount of freight in a car, and affidavit of a consignee that he unloaded a certain amount of freight, as sufficient evidence on which to settle a claim.

Mr. Hannauer: It has been my experience that while a yard clerk undertakes to check out and in freight, particularly package freight, his check does not amount to a row of pins, so far as checking up the other fellow is concerned. For example, we take the M. & O. at East St. Louis; how many cars does the M. & O. deliver in one day, and how many yard clerks are watching the loading and unloading of these cars? They have one man, and how can a man be everywhere and really make a check that is a check?

Chairman: That is not altogether true; there is no doubt in my mind that if we are getting into the practice of handling freight in this way, railroad companies should take some action to protect themselves against dishonest consignees. If we are going to pay the claim of a dishonest consignee simply on the strength of saying that he only received 990 cases, when the shipper claims he shipped 1,000, then it would probably be better for railroads to protect themselves in furnishing sufficient help to check the contents of a car when it is opened, unless we can legally say that a man loading a car

load of freight on a team track is responsible, no matter how much he places in it.

Mr. Hannauer: That would be pretty expensive

Mr. Taussig: We have in vogue the practice of giving wagon tickets, but as a matter of fact I have come to the conclusion that the wagon ticket is a farce, because we do not actually keep it up on account of not furnishing enough help. It is almost impossible to furnish enough help in a large yard to check out each individual wagon load.

Mr. Hannauer: As to the legal responsibility, will say that about a month ago I got an opinion from our Legal Department in a case where a load of scrap was loaded on our tracks at Barton Street and unloaded on a private track on the Southern Railway, at East St. Louis. It was shown that consignor consumed two days in loading, and finished loading about 5:00 p. m. one evening, and got his receipt for the freight about that time. We made delivery to the Southern Ry. that night, and they made delivery to the consignee the next day. Our Legal Department ruled that we were in position to decline the claim; that the question of where the loss occurred would be a matter of evidence, our attorney being rather of the opinion that the thievery must have occurred while the consignors were loading; in other words, he figured that, to steal 10,000 pounds of scrap, an opportunity must have been offered for wagons to haul from the car. The only such opportunity presented was while car was on team track being loaded by consignor, hence it was fair to assume that freight was stolen before it came into our possession. We might assume from this that on an inbound car our responsibility would cease when consignee signed for freight.

Mr. Somerville: Mr. Taussig says it is impossible to check team track freight. We have an arrangement at Mound Street whereby all wagons enter over the scale light and go out loaded, and the charges on all cars of hay, grain, produce, etc., we settle on the basis of these weights. This wagon scale is right at the end of the yard. The scale tickets go to the

Local Agent, and the bills are accounted for on the basis of those weights, and we do not find any trouble with one man keeping track of all the loads. We do not handle any package freight in this yard. When business is very heavy, we have had occasion to put on a little help, but that is very seldom, and it is a pretty good-sized yard.

Chairman: Is that one of the scales supervised by the Merchants' Exchange?

Mr. Somerville: Yes, sir.

Chairman: My only reason for continuing this discussion is that the Local Freight Agents' Association evidently went into this matter in good faith, and if they are in any way right in the position they have taken in the matter, we ought to sustain them so far as we can; if not, we have got simply to turn it down.

Mr. Somerville: We should insist upon the scales being adjacent to the yards or within a specified distance. We make a continual check of our scale weights. I get a report once a week of eight or ten cars weighed on inbound track scales as against our Mound Street wagon scales and the Burlington Elevator scales, and the result of that test is sent in to headquarters. We do not find any trouble with one man in a yard the size of Mound Street yard, and no one here has any yard larger than that. I doubt if one man could do that and look after package freight also. This same proposition was up about five years ago, and was turned down on account of some of the scales being too far from the yards, giving dishonest teamsters an opportunity to throw off freight before they reached the scales.

Mr. Pollard: With reference to that portion of it, the arrangement with the Merchants' Exchange includes supervision as well as weighing. They have supervisors that go through the yards, and they follow the wagons to the scales to see that there is no dropping off of any portion of the load, and they have agreed to furnish the necessary number of scales adjacent to the yards, at their expense—no expense to the rail-

roads at all. Weighing and supervision is all paid for by the consignee.

Chairman: There seems to be some benefit in this plan that the Agents have entered into.

Mr. Wells: We feel this is an important question, and one in which the Superintendents should be interested. For a number of years past there have been a good many complaints on the part of shippers against railroads in the matter of out-turn weights, resulting in a great deal of dissatisfaction. It was on account of that dissatisfaction that the Merchants' Exchange conceived the idea of establishing a Weighing Bureau. They have gone to a great deal of expense establishing this Bureau, and they have come to us and asked us to help them out in an arrangement that will give correct out-turn weights in this city. The railroads appreciate just as well as the shippers that the delivery of freight in the terminals of St. Louis and East St. Louis has been very loosely handled. It has been possible for drivers to steal all kinds of freight. While I do not think they are doing as much as formerly, this is because some of us have a better check on their business. The Illinois Central at East St. Louis keep a check of every car. We have men in our yard who take receipt from the driver for every wagon load of freight that is hauled, and when a question of shortage arises, we are pretty well fortified as to the out-turn weights, and I do not know of any reason why the same arrangement should not be established in St. Louis. I think it is due the east side lines that we be accorded the same protection here in St. Louis that is accorded by the trunk lines that have their terminals in this city. Unless that is done, we are going to suffer.

Mr. Coakley: This matter was gone over by a Committee of the Local Freight Agents' Association and myself. I gave them our position in the matter. The Terminal Railroad could not entertain the proposition of putting a large number of check clerks in the yard, that would be required to properly do the work, and would not join any such system unless we

could do it properly. In some of our team track yards it will take as high as twelve clerks to properly and correctly discharge their duties.

Chairman: In what yard?

Mr. Coakley: Sixteenth Street Yard.

Chairman: Can anybody tell me if the Terminal R. R. Association are members of the Freight Claim Agents' Association?

Several members: They are not.

Chairman: The Terminal or Wiggins accepting a car from a connecting line at East St. Louis for delivery in St. Louis is not a switching line; it is a revenue line. It occupies the same relation to the shipper of that freight as the Big Four or the Illinois Central, exactly.

Mr. Hannauer: The highest switching rate on the Wiggins is two dollars, and it has to go through the limits of two ordinances to earn that. It has to go at least three miles, and from that up to eight, to earn two dollars. These rates do not allow of any extensive employment of yard clerks to effect delivery.

Mr. Taussig: The question is one of transfer business. No question of switching is involved, and I think the Auditors, at the last meeting of the Terminal Railroad Association, fully determined the position of the Terminal Association, that they were participants in the through rate. I think they should give the same protection to freight that we would do.

Mr. Fitzpatrick: The question of getting a small revenue does not cut much figure. The Vandalia signs a bill of lading for 500 cases of canned goods at Indianapolis. Car is brought down and delivered on some track at St. Louis; car not checked out. We are in position to show that we checked the goods in at Indianapolis. What would be the responsibility of the Terminal or Wiggins in that case?

Mr. Hannauer: We would show the seal record under which we delivered the car.

**Chairman:** That is the point we are trying to get at. Suppose the seal had been broken at East St. Louis—somebody has robbed the car; it comes to Compton Avenue yard sealed with a Terminal seal. Shipper claims he got only 400 cases of canned goods. How would that case be settled? You have clear seal record from Indianapolis to East St. Louis; would that entire loss be placed on the Terminal?

**Mr. Fitzpatrick:** Yes, sir.

After some further discussion along these lines the Chairman remarked: The action of this body is only recommendatory and not compulsory on any of its members, but there should be a motion passed to dispose of the matter one way or the other.

**Mr. Westcott:** I make a motion that the matter be referred to a Committee of three members to be appointed by the Chairman.

**Mr. Hohl:** I second the motion.

**Mr. Taussig:** And that they act in conjunction with the Agents' Committee.

Carried.

**Chairman:** I appoint on that Committee Messrs. Somerville, Taussig and Coakley.

#### **Report of Executive Committee, Interchange Car Inspection.**

Secretary reads:

St. Louis, May 3, 1906.

Mr. E. Ryder,

Pres't St. Louis Division, C. A. of R. R. O.

Dear Sir: The Executive Committee, Interchange Car Inspection, met this day in private dining-room of restaurant, Union Station, the following members being present: Messrs. P. J. Hickey, B. W. Moore, J. J. O'Brien and J. E. Meehling.

Visitors: Mr. Geo. Hannauer, Wiggins Ferry; W. T. Ayles-

bury, Terminal; H. G. Kruse, B. & O.; J. E. Taussig, Wabash; Chas. Waughop, Chief Inspector; and Messrs. Taylor, Stack, McFadden, Setzkorn and Combs, of the Sub-Committee.

In the absence of the Chairman, Mr. Hickey occupied the chair.

**Recommendation of Sub-Committee to Abolish Rules 11 and 13.**

The Sub-Committee submitted the following recommendation:

That Local Interchange Rule No. 11 be eliminated, it being the sense of the Car Foremen's Association that this rule is not only the cause of much controversy, but the revenue derived by the receiving company does not, as a rule, justify the expenses attendant thereto. Matters would be balanced about equally if eliminated. The cancellation of this rule, of course, will make Rule No. 13 obsolete, which would reduce the number of rules to thirteen, which will simplify matters to all concerned.

This recommendation brought out considerable discussion on the responsibility for transfer of cars, the trend of the argument appearing to be against the adoption of the measure recommended by the Sub-Committee. It was pointed out, at the same time, by the representative of one road, that Rule 11, in its present form, was not entirely equitable, as it frequently caused the transfer of a car to fall upon an innocent party. This statement, on the other hand, was offset by the argument that Rule 11, in its present form, reduced the transferring of cars in these terminals to a minimum, as roads are not so apt to demand the transfer of a car where the rule required them to do it at their own expense.

The following resolution was finally adopted:

In view of the fact that Rule 11, as it now stands, seems to be almost entirely satisfactory, we recommend that no further consideration be given the mat-



ter until after the annual meeting of the Central Association, at which time the adoption of a uniform set of interchange inspection rules throughout the territory of the Central Association will be discussed.

**Method of Collecting Charges for Reducing Overloaded Cars.**

It was decided that any recommendations in this connection should also be withheld until after the annual meeting of the Association this month.

**Releasing Switching Lines from Responsibility for Damage to Bad Order Cars Enroute to Car Works for Overhauling or Destruction.**

After much discussion of this subject the following resolution was adopted :

We find that it is within the province of any railroad company, in accordance with M. C. B. rules, to accept or reject such empty cars as are being handled to car works, and make any special arrangements with the delivering line that will be equitable to both parties concerned. We feel that the letter of Superintendent Coakley should be withdrawn, and action as above outlined entered into.

**Defective Safety Appliances.**

Chief Inspector called attention to the fact that in many cases it was impossible to determine high and low couplers on account of bad condition of delivery and receiving tracks.

The Committee recommends that every line be requested by the Secretary to have their yard tracks, especially the re-

ceiving tracks, put in first-class condition, to enable the Car Departments to comply with the Interstate Commerce laws with reference to safety appliances.

**Chief Inspector Attending M. C. B. Convention.**

In accordance with the established custom, Chief Inspector Waughop was authorized to attend the Master Car Builders' Convention next month, at the expense of the Association.

**Instituting Joint Inspectors at Interchange Points.**

The Committee is not ready to report on this question.

**Appointment of New Sub-Committee.**

The following Foremen of Car Departments were appointed on the Sub-Committee to take the place of the present Sub-Committee, whose term of office expired on April 30th: H. C. Pearce, I. C. R. R., Chairman; F. L. Meyers, Vandalia; Gus Rau, Frisco; Thos. Hickey, Wabash; Lee Maupin, T. R. R. A.

After discussion of various other matters, the meeting adjourned at 1:45 p. m.

P. J. Hickey,

Chairman pro tem.

Chairman: You have heard the report. What will you do with it?

Mr. Hannauer: I move that the report be adopted.

Mr. Taussig: I second the motion.

Carried.

**Annual Meeting, May 28th and 29th.**

**Secretary reads:**

**The Central Association of Railroad Officers.**

**St. Louis, May 4, 1906.**

**Mr. Julius Rothschild,**

**Sec'y St. Louis Division C. A. of R. R. O.,  
Union Station.**

**Dear Sir: For the annual meeting of the Central Association, at St. Louis, May 28th and 29th, your Committee begs to report as follows:**

**The meeting will be held in the Committee Room of the Jefferson Hotel, which will also be headquarters. All Divisions have been notified of this fact and the rates charged by the hotel.**

**The paper for the St. Louis Division will be read by Mr. E. F. Kearney, Superintendent Terminals, Missouri Pacific Ry., entitled "Our Annual Meeting."**

**The Entertainment Program will be found hereto attached.**

**Your Committee will call on some of the individual members to assist in entertaining members and their wives.**

**Respectfully submitted,**

**Geo. Hannauer, Chairman.**

**E. W. Moore,**

**J. E. Taussig.**

**ENTERTAINMENT PROGRAMME.**

**First Day, May 28th, at 1:30 p. m.**

**Special chartered steamer, "Spread Eagle," will leave the Eagle Packet Company's Wharfboat (foot of Washington Ave.) for a trip up the Mississippi**

**River; dinner will be served en route.**

**The return trip will be made by  
moonlight.**

Second Day, May 29th, at 6:30 p. m.

Members and their wives will leave Jefferson Hotel for the Tyrolean Alps (World's Fair Grounds), where dinner will be served, followed by Concert given by the St. Louis Symphony Orchestra of 50 pieces.

For the convenience of visitors, a Special Bureau of Information will be located immediately opposite the Station Master's office in Union Station.

Mr. Hohl: I move that the report be approved.

Mr. Westcott: I second the motion.

Carried.

There being no further business, upon motion, duly made and seconded, meeting adjourned at 11:45 a. m.

E. F. KEARNEY,  
Chairman.

J. ROTHSCHILD,  
Secretary.

**KANSAS CITY DIVISION.**

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Kansas City, Mo., May 9, 1906.

Mr. O. G. Fetter,  
Secretary, Central Ass'n R. R. Officers,  
Cincinnati, Ohio.

Dear Sir: There was no meeting in May of the Kansas City Division, Central Association of R. R. Officers, account no quorum.

Date of next regular meeting, June 11, 1906.

Respectfully,  
B. H. GARRIGUES,  
Secretary.

## LOUISVILLE DIVISION.

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Proceedings of Regular Monthly Meeting of the Central Association of Railroad Officers, Louisville Division, held at the Office of the Secretary, 702 Columbia Building, Louisville, Ky., May 14th, 1906.

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The roll call showed the following representation:

B. & O. S-W.....	J. C. Hagerty .....	Supt.
	E. G. Owens.....	T. M.
C. & O. Ry.....	Not represented.	
C. C. C. & St. L.....	Not Represented.	
C. I. & L.....	W. H. Newman.....	Supt. Ter.
I. C. R. R. ....	Not represented.	
K. & I. B. & R. R. Co....	T. H. Hayden.....	T. M.
L. H. & St. L.....	H. M. McCracken.....	Gen. Supt.
L. & N. R. R.....	C. J. Klein .....	Supt. Ter.
P. C. C. & St. L. Ry.....	N. B. Boilvin .....	Agent.
	F. H. Shark.....	C. C.
Southern Railway .....	B. C. Milner .....	Supt.

Visitor: Mr. C. E. Riekey, Sup't, C. N. O. & T. P.

The minutes of the last meeting were approved as printed.

### **Transfer of Cars at Junction Points.**

Mr. Milner, Chairman of the Transportation Committee, explained that this subject had been continued on the docket pending action of the American Railway Association, and until such action was had, his Committee would be unable to make a report. The subject was, therefore, continued on the docket, the Committee being granted further time.

### **Storage Rules.**

As there was no report from the Committee in charge of this subject, same was continued on the docket, and the Committee granted further time.

### **Accepting Board of Trade Weights on Hay and Grain.**

There was no report from the Chairman of the Executive Committee, and the subject was continued on the docket. After discussion, the following resolution was adopted:

**Moved,** That the Executive Committee confer with the Louisville Freight Committee and get their recommendations, and devise some means of bringing the matter to the attention of the Board of Trade, and report to this Association at the next meeting.

### **Testing Track Scales.**

This matter came before the Association on the following communication, received from Mr. J. M. Ryan, Chairman Louisville Freight Committee, under date of April 4, 1906:

Owing to the numerous complaints being made by shippers of overcharge in weight on carload ship-

ments, this subject has been discussed by the Louisville Freight Committee. By conferring with the Weighing Association at Cincinnati, it was developed that the track scales of all Cincinnati lines are tested at certain intervals by the operating departments taking one engine and crew, and one heavily loaded car and one light or empty car, and carefully weigh each of these cars on the various track scales, and a careful comparison is made of the weights obtained on each scale. This plan not only develops the fact where any track is weighing too light or too heavy, but as all cars are furnished with the weights thus obtained, a shipper complains that a certain car is not properly weighed, information is at hand which enables the roads to prove that their weights are correct, thus barring any error made in computing weights. We are requested to present this matter to you, and adopt it is the recommendation of this Committee that the plan be adopted to apply at Louisville, Cincinnati and Jeffersonville. Won't you please submit the matter to your Association, and advise if the proposed arrangement can be made.

After discussion, the subject was referred to the Executive Committee for investigation and report at the next meeting.

### **Closing Freight Houses in Louisville.**

The Secretary explained that this matter was before the Association on request of the Local Freight Agents' Association. He quoted the following action taken at meeting of the Local Freight Agents, held April 10th:

After discussion, it was moved and carried that Local Freight Houses be closed at 1 p. m. on Saturdays from May 1st to September 30th, and from October 1st to April 30th at 3 p. m. on Saturdays; the rep-



representative of each road to take up with his Superintendent for authority as above.

The Secretary stated that all lines had voted in favor of this proposition except the Illinois Central; that the matter was referred to this Association by the Local Freight Agents' Association for assistance in securing the consent of the I. C. to close. He also stated that, since the meeting of May 10th, the Agent of the Illinois Central advised that his line was willing to be governed by the first half of the resolution; that is, to close on Saturday at 1 p. m. from May 1st to September 30th.

After discussion, the following resolution was adopted:

**Moved,** That Local Freight Agents be instructed to close their Freight Houses at 1 p. m. on Saturday from now until September 30th.

The Secretary read three letters from General Secretary Fetter, in regard to the annual meeting in St. Louis, May 28, 29, 1906.

#### **Interchange of Cars at Louisville.**

This matter was brought up by Mr. Hayden, of the K. & I. B. & R. R. Co., who suggested that the Association formulate a set of rules which would improve the situation in this terminal, as, in his opinion, the present method was obstructive. After discussion, the following resolution was adopted:

**Moved,** That the old Committee appointed to consider this subject be discharged, and that a new Committee be appointed, with instructions to consider the subject, and formulate a set of rules governing the interchange of cars, and report to the Association at the next meeting.

The Chairman appointed the following Committee:

W. H. Newman, Chairman;  
J. C. Hagerty,  
A. M. McCracken,  
T. H. Hayden,  
C. J. Klein.

It was understood that the mechanical departments of the various lines would participate in the discussion at the conference to formulate the proposed rules.

Adjourned, 3:45 p. m.

B. C. MILNER,  
Acting President.

J. C. LOOMIS,  
Secretary.

## DETROIT DIVISION.

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Minutes of Meeting, May 11th, 1906.

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**Present:**

Wabash Ry. . . . .	G. M. Burns. . . . .	President.
M. C. R. R. . . . .	E. C. Brown, . . . . .	Asst. to Pres.
	D. S. Sutherland. . . . .	D. S.
	M. C. Coyle. . . . .	Div. Superintendent.
	M. T. Wright. . . . .	D. S.
P. M. R. R. . . . .	J. P. Atkin. . . . .	Car Service Agent.
G. T. R. R. . . . .	F. W. Egan . . . . .	Superintendent.
	X. H. Cornell. . . . .	M. of T.
	W. E. McGraw. . . . .	G. Y. M.
L. S. & M. S. Ry. . . . .	T. J. Charlesworth. . . . .	Gen'l Car Agent.
	T. W. Niles. . . . .	Supt.
D. & T. L. L. Ry. . . . .	X. H. Cornell, M. of T., representing	
	Mr. J. P. Main, Supt.	

Meeting was called to order by the President, Mr. G. M. Burns.

Reading of minutes of previous meeting dispensed with.

**Warehouse Limitation of Time for Free Storage.**

The Secretary stated that the matter was still under consideration by the Toledo Superintendents' Association.

**Topic for Discussion at the Annual Meeting, May 28th and 29th.**

It was moved and supported that Mr. T. W. Niles present a paper to be read at the Annual Meeting of the Central Association of Railroad Officers.

Carried.

**Weighing of Cars on Private Scales—Collection of Charges.**

It was moved and supported that the Chairman take this matter up with Mr. Paul P. Rainer, with view of having him put this in effect at once.

**Monthly Meeting.**

It was moved and supported that the monthly meetings for June, July and August be adjourned, with the understanding that if any matters of importance came up a special meeting will be called.

Adjourned.

G. M. BURNS,  
President.

## DENVER DIVISION.

Proceedings of the Regular Monthly Meeting, held in the Residence  
of the Chief Surgeon of the Colorado Fuel & Iron Company,  
Minnequa, Pueblo, Colorado, Wednesday, May 9th, 1906.

Meeting was called to order at 3:00 p. m. with President  
C. E. Carson in the chair.

Representation was as follows:

A. T. & S. F. Ry.....C. H. Bristol .....Superintendent.  
C. R. I. & P.....Not represented.  
C. B. & Q.....Not represented.  
Colorado, Midland Ry... W. J. Schlacks....Supt. Machinery.  
Colorado & Sou. Ry.....C. E. Carson.....Superintendent.  
Wm. M. Bacon .....Superintendent.  
Geo. Geiger .....Superintendent.  
J. Munday .....Supt. C. S. & Telgh.  
D. N-W. & P. Ry.....Geo. R. Simmons...Asst. Gen. Man.  
D. & R. G. R. R.....Not represented.  
Colorado & Wyoming R. . Geo. Van Brimer...Superintendent.  
Missouri Pacific Ry. ....A. H. Moll.....Superintendent.  
Union Pacific R. R.....E. Stenger .....Superintendent.

Visitors were as follows:

A. T. & S. F. Ry.: A. L. Stubbs, Consulting Surgeon, La Junta, Colorado; C. G. Nikirk, City Passenger Agent, Pueblo, Colorado; W. L. Dorland, Local Surgeon, Pueblo, Colorado; O. W. Spicer, M. D. Local Surgeon, Colorado Springs, Colorado.

C. R. I. & P. Ry.: Wm. C. Bane, Oculist, Denver, Colorado; Dr. L. M. Brady, Surgeon, Limon, Colorado.

Colorado Midland Ry.: B. F. Griffith, Physician and Surgeon, C. M. & C. & S. Rys., Leadville, Colorado; F. H. McNaught, Chief Surgeon, C. M. & C. & S. Rys., Denver, Colorado; Dr. J. M. Foster, Oculist, C. M. & C. & S. Rys., Denver, Colorado; P. H. Perkins, Surgeon, Colorado Springs, Colorado; Chas. A. Powes, Consulting Surgeon, Denver, Colorado; E. T. Boyd, Oculist, Leadville, Colorado.

Colorado & Southern Ry.: Howell T. Pershing, Physician, Denver, Colorado; Dr. Rudolph Mauns, Local Surgeon, Denver, Colorado; B. F. Stockett, Surgeon, Denver, Colorado; John R. Espey, Chief Surgeon, Trinidad, Colorado.

D. N-W. & P. Ry.: H. L. Taylor, Assistant Chief Surgeon, Denver, Colorado.

D. & R. G. R. R.: J. A. Black, Local Surgeon, Pueblo, Colorado; Norman Mackintosh, Local Surgeon, Gunnison, Colorado.

Missouri Pacific Ry.: G. G. Duggins, Division Surgeon, Pueblo, Colorado; Geo. H. Sherman, Local Surgeon, Eads, Colorado; W. R. Lence, Agent, Pueblo, Colorado; Dr. S. W. Dutton, Local Surgeon, McCrackin, Colorado; W. S. Grisell, M. D., Local Surgeon, Ransom, Kansas; J. Ed Ray, Local Surgeon, Logan City, Colorado.

Union Pacific R. R.: Hugh L. Taylor, Dist. Surgeon, Denver, Colorado; W. C. McKeown, Trainmaster, Denver, Colorado.

St. Mary's Hospital of Pueblo, Colorado: Francis E. Bertling, M. D.

In addition to the above there was in attendance, Chief Surgeon Corwin and all his Assistants connected with the Hospital.

President: Gentlemen of the Central Association and guests, this meeting is to be given over entirely to the feature of hospital work in connection with railways. Chief Surgeon Corwin, of the C. F. & I. Co., and Chief Surgeon McNaught, of the Colorado & Southern, have prepared and will present papers on this line of work. It was recognized sometime ago that the hospital feature in connection with railways was a very important one for the successful handling and operation of our great railway systems. This line of work has grown until we now have some very adequate hospitals, and the system for handling and care of the sick and injured employes is reaching very near perfection. We are here today through the courtesy of Dr. Corwin, Chief Surgeon of the C. F. & I. Co. While we have several questions which are ready for disposal these will be passed up to our next meeting, and as I stated before this meeting will be devoted entirely to the question of hospital relief work. As you have all been supplied with a copy of the minutes of the last meeting the reading of the same will be dispensed with.

E. E. HILL,  
Secretary.

C. E. CARSON,  
President.

### OMAHA DIVISION.

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Central Association of Railroad Officers.

Omaha, Neb., May 17, 1906.

Following was the representation at meeting of Omaha Division called for May 16, 1906:

C., St. P., M. & O. Ry....	F. E. Nicoles .....	Supt
Chicago G-W. ....	O. Cornelisen .....	Supt.
C. R. I. & P.....	F. M. Jones.. ..	Supt.
Union Stock Yds. R.R. Co.	J. H. Brady .....	Supt.

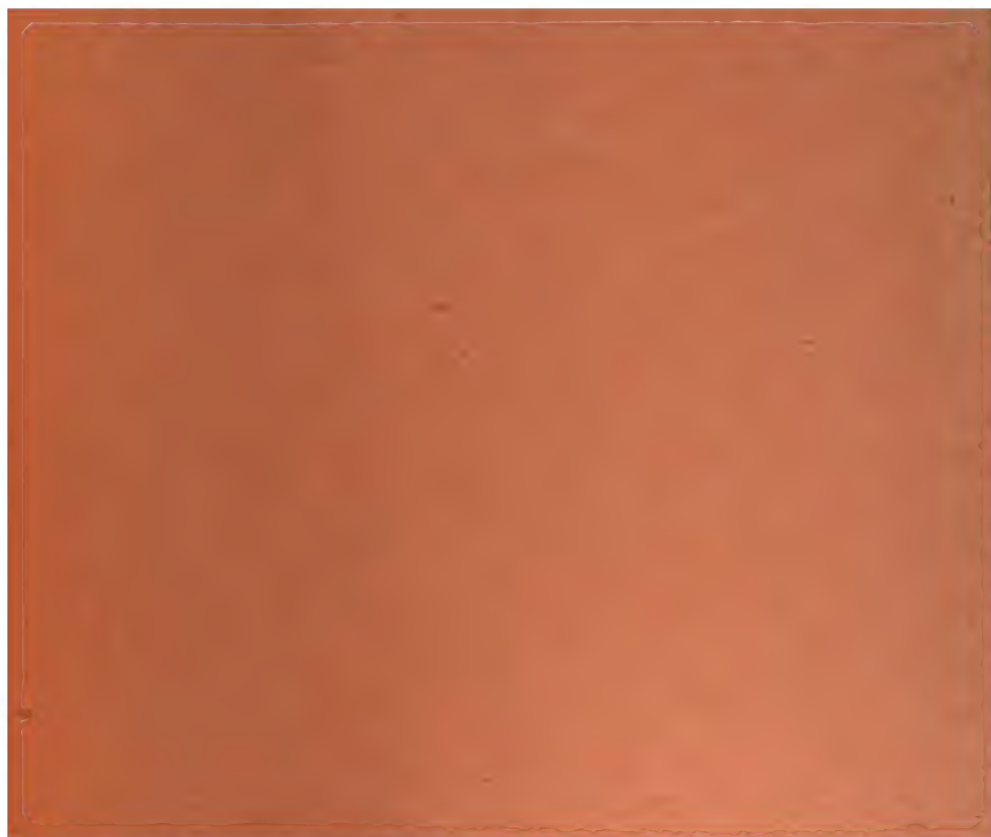
Messrs. J. H. Foster, Richard Doyle and F. M. Jones sent word of their inability to be present owing to accompanying inspection train, absence in the Northwest and illness, respectively. No quorum present.

Next meeting scheduled for June 20, 1906, at 2:00 p. m.

J. R. DEWAR,



Secretary.







**Central Association**  
... of ...  
**Railroad Officers**  
**Proceedings.**

 June. 

**Cincinnati Division.**  
**Indianapolis Division.**  
**Columbus Division.**  
**Toledo Division.**  
**Denver Division.**

**Peoria Division.**  
**St. Louis Division.**  
**Kansas City Division.**  
**Louisville Division.**  
**Detroit Division.**

**Omaha Division.**



**1906.**

**C. J. Krehbiel & Co., Printers,**  
**Cincinnati, O.**



CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

JUNE.

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654	TOLEDO DIVISION . . . . .	No Meeting.
655	PEORIA DIVISION . . . . .	No Meeting.
656	ST. LOUIS DIVISION . . . . .	June 8th.
675	KANSAS CITY DIVISION . . . . .	June 11th.
698	LOUISVILLE DIVISION . . . . .	June 11th.
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707	DENVER DIVISION . . . . .	June 8th and 15th.
730	OMAHA DIVISION . . . . .	June 20th.



1906.

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Officers of the Central Association of Railroad Officers and its Various Divisions

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 J. W. MULHERN.....1st Vice-President.  
 F. S. RAWLINS.....2d Vice-President.  
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E. E. HILL.....	"	Denver "
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## CINCINNATI DIVISION.

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### PROCEEDINGS OF STANDING COMMITTEE ON CAR SERVICE.

**A Meeting of the Standing Committee on Car Service was  
Held at the Office of the Secretary, Room 10, Carew  
Building, Cincinnati, June 12, 1906.**

In the absence of Mr. Arnold, Chairman, Mr. Wolff presided; with the following representation:

L. & N. R. R.....Brent Arnold (1) .....Supt. Term.  
C. H. & D. Ry. ....J. A. Gordon .....Gen. Supt.  
C. C. C. & St. L. and C. N. C. A. Paquette.....Superintendent.  
B. & O.....J. R. Kearney....Supt. Car Service.  
P. C. C. & St. L. Ry..... W. T. Wolff .....Special Agent.  
(1) Represented by Mr. Fetter.

### **Adoption of Revised Car Service Rules to Cover the Cincinnati Territory.**

The Secretary stated that he had a draft of the rules as promulgated by a Joint Committee representing the Cincinnati, Columbus, Toledo and Cleveland Associations. As the draft rules were familiar to all, they were not read. After a com-

plete and full discussion, it was moved and seconded, "That we adopt the uniform rules as now in effect at Cleveland to become effective on July 1, 1906, and that the Manager be instructed to have a supply of the new rules printed and distributed."

The Rules as revised are as follows:

### **CINCINNATI CAR SERVICE ASSOCIATION.**

#### **Rules and Instructions to Agents.**

To All Whom it May Concern:

The undersigned Railroad and Railway Companies hereby give notice that the following Rules have been adopted by them, each and severally, as the Rules of their respective Companies in the Cincinnati Car Service Association territory to become effective on and after July 1, 1906.

The Rules and the Instructions to Agents more fully defining the Rules, will be filed at each agency and will be furnished to all applicants by the agents in charge, the Rules being applied by said agents to the full completion of all contracts and the release of the car for the further service of the general public.

A reasonable time is allowed, in accordance with the decision of the courts, for loading and unloading, or for other privileges accorded to the consignor or consignee under the contract, after which a reasonable charge is provided for the service rendered by the railroads as involuntary warehousemen.

Mr. O. G. Fetter has been appointed Manager, with office in the Carew Bldg., Cincinnati, to act for us each and severally.

He is also authorized to employ such assistants, subject to our approval, as may be necessary to properly interpret and define the obligation of all parties in interest and give uniform effect to the Rules.



RULES.

Rule 1.

(a) When cars are placed for loading or unloading on public delivery tracks or on sidings, the railroads performing the service, forty-eight (48) hours will be allowed.

(b) When cars are interchanged with minor railroads or industrial plants who perform their own switching service and who are not members of a Car Service Association, they handle cars for themselves or for other parties, an allowance will be made for the time necessary in their switching service in addition to the regular time allowed for loading or unloading as per paragraph a.

Rule 2.

To be promulgated later.

Rule 3.

Twenty-four (24) hours will be allowed:

(a) When cars are reconsigned.

(b) When cars are held for final or amended instructions before delivery to connection.

(c) When cars are held for payment of freight charges before delivery to connection.

(d) When cars are allowed a further privilege of distribution.

(e) When cars are detained at any point by reason of being billed to order, or are awaiting Bills of Lading or instructions as to disposition.

(f) When cars are detained in transit on account of neglect of consignee to furnish shipping instructions.

(g) When cars are detained by reason of improper, unsafe or excessive loading.

Rule 4.

When cars in transit are allowed the privilege of stopping for milling, shelling, cleaning, compressing or change of load by the owner or his agent, forty-eight (48) hours will be allowed.

Rule 5.

When both cars and tracks are owned by the same party, no charge will be made; but when private cars are detained on the tracks of other corporations, firms or individuals, or on tracks belonging to or operated by members of this Association, or cars controlled by the latter on private tracks, these Rules will apply.

Rule 6.

A reasonable charge per car per day or fraction thereof shall be assessed and collected upon all cars detained beyond the time allowed as provided for in these Rules.

Rule 7.

Cars containing freight for a connection, when said connection is unable to deliver on account of the inability of the owners to receive, will be allowed twenty-four (24) hours if cars are afterwards delivered to connection, provided due notice is given to the consignees that cars are so held.

If cars are unloaded on tracks of the holding road, forty-eight (48) hours will be allowed, provided due notice is given to the consignees that such cars are held for their unloading.

Rule 8.

The railroad will refuse to receive loaded cars, unless ac-

accompanied by billing instructions. If such billing instructions are not bona fide, the car service rules will be enforced on such cars by the agent of the receiving road. If the contents of such cars are transferred into cars of the receiving road before final instructions are received from shipper, the car service charges will continue on the cars into which freight is transferred. In case the road cannot receive freight from other roads, it shall promptly notify the delivering road of its inability to receive, so that the delivering road can make other disposition of the shipments.

Rule 9.

(a) Cars are not subject to orders for loading either by the owners of the property contained therein or by any other shipper until they are empty.

(b) Cars consigned to, or ordered to private sidings, shall be considered to have been delivered, either when such cars have been placed on the tracks designated, or when they would have been placed but for some condition attributable to consignors or consignees.

(c) Agent will collect car service charges accruing under the Rules, regardless of the condition of the weather.

Rule 10.

(a) On all public delivery tracks car service charges shall be collected by the agent or his clerks daily as the charge accrues. Where consignors or consignees refuse to pay, the agent shall hold the car until payment is made; the regular charges being assessed until car is unloaded, or at his option he may direct the sending of such cars to public storage houses or yards, where the freight will be held subject to regular storage charges in addition to accrued car service and all other charges.

(b) On deliveries to private sidings, in cases where consignors or consignees refuse to pay, or unnecessarily defer

settlement of bills for car service charges, the agent of the railroad shall decline to switch cars to the private sidings of such parties, notifying them that deliveries will only be made to them on the public delivery tracks of the Company after the payment of freight charges at his office, and shall promptly notify the Manager of the action taken.

(c) Car service charges due upon cars ordered forward, either in regular or switching service, must be collected before shipping instructions are accepted and Bill of Lading signed.

#### Rule 11.

Agents will be held responsible for collection of car service charges on public delivery tracks in exact accordance with the contract for service, and consignors or consignees using railroad employes as their agents are responsible for all delays in the transmission of orders.

The rules apply impartially to all consignors and consignees in accord with the specific contract for service, irrespective of whether they are residents or non-residents, the responsibility of either being the same.

#### Rule 12.

(a) Agents should instruct claimants in each case to plainly state upon what ground any refund is requested, furnishing paid expense bill. Claims can be made directly through the agent, but it would expedite investigation if claims are made directly to the Manager.

(b) It is the Manager's obligation to thoroughly investigate and decide each claim upon its merits, either declining the claim or authorizing the railroad to refund such amount as may be right and proper.

(c) Claimants can exercise the right of appeal to the railroad if dissatisfied with the Manager's decision. It is in the interest of claimants to state peculiar conditions upon which claim is based, inclusive of special conditions over which

owners of property have no control. Claims should be presented promptly.

### **Instructions to Agents.**

In calculating time. Sundays and Legal Holidays are excepted.

Freight in bond allowed one day before placing in order to conform to U. S. Customs regulations.

All carload freight, all freight taking a carload rate, all freight in cars, whether full carload or not, taking track delivery, will be subject to the foregoing Rules.

Empty cars ordered in advance for loading are not to be charged to the shipper until 7 a. m. of the day ordered placed, although cars are actually placed prior to such time, and the shipper shall have the further privilege, when ordering empty cars, to state the number to be placed each day.

Constructive placement or detention is when the railroad is ready, but is unable to actually place the car or continue the service on the same, because of some act or omission on the part of the consignor or consignee.

### **Instructions No. 1.**

(a) Under Rule 1, (forty-eight (48) hours allowed), time must be calculated from the first 7 a. m. after actual or constructive placing.

(b) Cars interchanged with minor railroads, etc., are to be recorded as placed at the first 8 a. m., after actual placement on interchange track, or at the first 8 a. m., after constructive placement by tender of the car to the consignee on form provided, the free time to be calculated from the first 7 a. m. after the recorded placement.

If cars are delivered loaded and are unloaded and reloaded and returned to interchange tracks loaded, an additional forty-eight (48) hours for loading will be allowed.

All cars returned to interchange tracks by 4 p. m. are to be recorded as released at 6 p. m. of the previous day.

Instructions No. 2.

To be promulgated later.

Instructions No. 3.

(a) Under Rule 3 (twenty-four (24) hours allowed), when cars are received between 7 a. m. and 1 p. m., they are to be recorded as placed at the following 7 a. m.

(b) When received between 1 p. m. and 7 a. m., they are to be recorded as placed the following 8 a. m., free time under the Rule to be calculated from the first 7 a. m., after recorded placing.

(c) At points where grain and hay are bulletined, the bulletin must be posted prior to 9 a. m. of each day, showing the previous twenty-four (24) hours' receipts, and the free time must be calculated from the first 7 a. m. after the car is bulletined. When cars are bulletined, additional notice of arrival must be sent to the consignee.

Instructions No. 4.

The practice of recording placement of cars under Rule 4 (forty-eight (48) hours allowed), is the same as under Instructions No. 3, paragraphs a and b.

Instructions No. 5.

In applying Rule 5 (forty-eight (48) hours allowed) when private cars are received for delivery upon the tracks of their owners, cars must be recorded as placed at the first 7 a. m. after receipt and released when placed on the tracks of their owners.

Instructions No. 6.

In accord with Rule 6, a charge will be made of \$1.00 per car per day or fraction of a day after the expiration of the free time allowed, and agents will be held responsible for the collection thereof.

Instructions No. 7.

In applying Rule 7, agents will be furnished with Form 515, on which to make a proper tender of the car to the consignee, free time to be calculated from the first 7 a. m. after tender.

Instructions No. 8.

(a) Rule 8 makes it obligatory upon all connections to deliver cars accompanied by proper data for forwarding.

(b) If cars are received with billing instructions which are not bona fide, the cars having been handled in good faith by the railroads, investigation so developing, the regular charge will apply.

(c) The attention of agents is also attracted to the necessity for notifying the connecting line when unable to receive, stating the reasons for the embargo, so that it may be determined whether or not the railroad or the consignee is responsible.

Instructions No. 9.

(a) In applying Rule 9:

Each transaction must stand by itself. If a car is placed for unloading, the unloading rule applies, and then if consignee, as a consignor, begins loading, cars must be recorded as placed at the first 7 a. m. after loading has begun.

(b) Cars must be constructively placed, agents using Form 510 for all cars that they have been unable to deliver because

of the condition of the private sidings or because of other conditions attributable to consignors or consignees.

#### Instructions No. 10.

(a) No agent can modify the Rule unless he has a personal understanding and a guarantee from the consignee in writing that car service accruing on public delivery tracks will be paid on presentation of the expense bill, the consignee assuming the same responsibility that a consignor assumes where he presents a prepay and recharge shipping ticket.

(b) When railroads are operating on private sidings, the agent must present bills promptly. If they are not paid within a reasonable time, the agent must notify the Manager. Instructions, with proper form for notification to consignee of the refusal to continue service, will then be furnished to the agent, he serving the notice as agent of his own railroad.

(c) Every agent is responsible for his own collections; he is held responsible for collection of car service charges that accrue on empty cars placed for loading, on cars that are re-consigned and on cars that are reordered.

If a responsible shipper desires the charges to be collected at destination, and will give his written guarantee of payment, the amount shall be entered on the way-bill and bill of lading as advances and notation made, "Car Service charge at point of origin guaranteed."

(d) The only exception to the instructions is where cars are stopped in transit by request of consignor or consignee, there being no representative of the owner of the freight from whom collection of car service charges can be made.

Under such circumstances, the agent shall be governed by instructions received from the proper official of his road.

#### Instructions 11 and 12.

Rules 11 and 12 are self-explanatory.



Legal Holidays—Ohio.

January 1st.

February 22d.

May 30th.

July 4th.

Labor Day.

Thanksgiving.

December 25th.

No further business appearing, the meeting adjourned.

W. T. WOLFF,

Chairman pro tem.

O. G. FETTER,

Secretary.

The Committee convened and appointed Mr. H. B. Reynolds to act as Chairman.

**Reading of Correspondence.**

The Secretary read the following:

Indianapolis, May 31, 1906.

Mr. G. B. Staats, Secretary.

Central Association of Railroad Officers,  
Union Station, City.

Dear Sir: Referring to yours of May 12th, in which you advise that I was elected a member of the Association. I thank you for your interest in the matter and wish to advise that our company will gladly become a member of the Association—

Yours truly,  
L. W. Baldwin, Supt.

Communication ordered filed.

Cincinnati, Ohio, June 2, 1906.

Mr J. E. Merion, President,

Indianapolis Division,  
Indianapolis, Ind.

Dear Sir: At the annual meeting of the Central Association of Railroad Officers (General), held at St. Louis on May 28th and 29th, a Committee was appointed on Signaling and Interlocking, to consider paper submitted by Mr. Rhoads on Signal Lights, and by Mr. Bignell on Protecting Trains within Station Limits by Fixed Signals.

The Committee is to consist of one member from the Indianapolis, Kansas City and Detroit Divisions.

I am requested by President Waite of the Central Association to have this Committee appointed at the earliest possible date.

Will you kindly arrange for the appointment for your Division and advise me as early as possible?

Yours very truly,

(Signed) O. G. Fetter,  
Secy. and Treas.

After looking the field over, the Chair appointed Mr. C. S. Rhoads to serve on the Special Committee in connection with the foregoing communication.

Pittsburgh, Pa., May 31, 1906.

Mr. G. B. Staats, Secretary,  
Central Association of Railroad Officers,  
Indianapolis, Ind.

Dear Sir: I have your call for the regular meeting June 4th, and note that you have not been advised of any special business to come before it.

Columbus and Toledo have already taken action, postponing the meetings through the summer months, and Cincinnati will doubtless do the same.

Do you not think it would be well to take similar action at Indianapolis on account of the hot weather and difficulty of obtaining a quorum, and also because considerable legislation has been enacted in the past twelve months and it might be well to take a rest.

Yours truly,

(Signed) W. T. Wolff,  
Special Agent.

It was decided on motion, that when the meeting adjourned, it would be until the first Monday in October, unless on special call.

This concluding the business on hand, the Chair called on Mr. J. M. Scott, for a brief account of the Annual Meeting—Mr. Scott and Mr. Rhoads being the only members from the Indianapolis Division who attended that meeting.

Mr. Scott stated in substance, that the business side of the meeting, particularly the papers as submitted and discussed,

was very interesting and instructive; also, that the visiting members were highly entertained by the St. Louis Division.

Mr. Scott thought it very unfortunate that there was such a light attendance from the Indianapolis Division.

It seemed to be the sentiment of the several members present, that the last of the month was not an opportune time for holding the annual meeting and suggested that if it could be possibly arranged from the 12th to the 15th of the month, it would be more desirable, and it was thought it would result in a larger attendance.

Meeting adjourned until the first Monday in October, in accordance with action above recorded.

J. E. MERION,  
President.

G. B. STAATS,  
Secretary —

**COLUMBUS DIVISION.**

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No meeting.

— 654 —

TOLEDO DIVISION.

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No meeting.

**PEORIA DIVISION.**

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No meeting.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, June 8th, 1906.**

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The meeting was called to order at 10:10 a. m., with Mr.  
Geo. Hannauer in the chair.

The representation was as follows:

B. & O. S-W.....J. B. Carothers.....Superintendent.  
C. B. & Q.....J. A. Somerville...Supt. Terminals.  
C. & E. I. R. R.....B. W. Moore..Supt. Ter. Frisco Sys.  
C. & A. R. R. ....Not Represented.  
C. C. C. & St. L. Ry.....Hadley Baldwin .....Supt.  
                                R. R. Harris .....Agent.  
C. P. & St. L. Ry.....Not Represented.  
Illinois Central R. R....Not Represented.  
L. & N. R. R.....John Fitzgerald .....Sup't Term'ls.  
                                S. J. Cashel.....Contg. Frt. Agent.  
M. K. & T. Ry.....E. J. Lampert.....Agent.  
Missouri Pacific .....E. F. Kearney....Supt. Terminals.



M. & O. R. R.....E. W. Moore.....Superintendent.  
A. L. Pollard.....Frt. Agent,  
St. L. & S. F. R. R.....B. W. Moore.....Supt. Terminals.  
St. L. & B. E.....Not Represented.  
St. L. & S. W.....Not represented  
Southern Ry. . . . .Not represented.  
St. L. K. C. & C. R. R.. B. W. Moore..Supt. Ter. Frisco Sys.  
St. L. T. & E. Ry..... Not represented.  
St. L. Transfer Co.....Not represented.  
St. L. Nat'l Stk. Yds....J. H. Hohl.....Supt. Terminals.  
T. St. L. & W. R. R.... Not represented.  
T. R. R. A.....J. J. Coakley .....Superintendent.  
W. T. Aylesbury...Car Accountant.  
A. S. Johnson.....Agent.  
Vandalia R. R.....John Fitzpatrick .....Agent.  
J. E. Mechling....Master Mechanic.  
F. L. Meyer.....Car Foreman.  
R. L. Kleine....Asst. Chief Car Ins.  
Wabash R. R.....J. E. Taussig.....Supt. Term'ls.  
Wiggins Ferry Co. ....Geo. Hannauer ....Superintendent.  
Int. Car Transfer Co....Geo. Hannauer ....Superintendent.  
Central Association .....Chas. Waughop....Chf. Int. Inspr.

Secretary: We have a quorum.

Chairman: The minutes of the previous meeting have not yet been received and distributed. This is undoubtedly due to so much time being taken up with the Annual Meeting. Unless there is some objection we will consider the minutes of the previous meeting approved.

### **Unfinished Business.**

#### **Acceptance of Business After Embargoes are Placed.**

Mr. Coakley: My idea is to have this Association formulate a rule whereby the road placing an embargo will say whether they will or will not accept freight in transit. This will enable the switching or intermediate lines to handle the matter in an intelligent manner.

Chairman: The subject is one that we discussed some at the last meeting, and I quite concur with Mr. Coakley that there should be more uniformity. My idea is, it should be assumed that a line will receive everything that is in transit unless special notice to the contrary is given in placing embargoes. However, I believe any resolution on that point should be carefully drawn and my suggestion is that the subject be referred to the Car Service Committee for report.

Mr. Moore (Frisco): I agree with you and your suggestion, but in connection with it wish to say there is a great deal to be considered, inasmuch as the commodities in question, which involve embargoes, are principally coal brought from a radius of probably 75 or 100 miles of East St. Louis. It would be a hard matter to formulate a rule that would apply on commodities that originate several hundred miles from the city of St. Louis, and that is one feature connected with it that is detrimental to the St. Louis handling and which would contribute to the congestion of the St. Louis terminals and that is a difficult proposition, and I would recommend that this Association suggest to the Committee to place a limit on the distance from East St. Louis on coal, and I will state frankly that the Frisco Railroad Company will be favorable to accepting such coal in transit if loaded on the day that the embargo is placed. It would be a physical impossibility on the part of the Frisco, or any other company, that is handling a great number of cars of coal consigned to various industries on their rails, not knowing where it comes from, to state in

their embargo that they will not accept coal from a certain line terminating in East St. Louis, because they are not in position to know where this coal is coming from and I would offer the following resolution:

That this Association place this matter in the hands of the Car Service Committee with instructions to formulate a rule for adoption by this Association, restricting the placing of embargoes to certain commodities in transit within a radius of 100 miles.

Mr. Fitzpatrick: Does not the Per Diem Committee's Rule cover this?

Chairman: No, sir, they do not prescribe uniformity in placing embargoes.

Mr. Coakley: I don't see how you can classify that freight as Mr. Moore suggests.

Chairman: My idea is that Mr. Moore's remarks will be incorporated in the minutes and we should not give our Committee any special instructions on the point, but they have the remarks and the benefit of this discussion, and with that before them can act more intelligently. There is another point, that is, some of the lines place embargoes in what we might call an impractical manner or in a manner impossible of carrying out. For example, the Wabash will place an embargo to an intermediate line and say they will accept only five cars of coal per day for the Boehmer Coal Co. To an intermediate line that embargo is not practical. The intermediate line receives the coal from a dozen different connections and is at a loss to know just what sort of a notice to pass to its connection. The embargo repeated would mean five from every one of its coal carrying connections, and that would be 60 in the aggregate. That is one feature that this Committee should pass upon in considering how embargoes should be placed locally.

Mr. Fitzpatrick: Is it the idea to make a local embargo rule to apply in St. Louis and East St. Louis?

Chairman: Yes, as to the manner of placing them. The American Railway Association Rules prescribe all the ground work of the thing.

Mr. Coakley: I do not see why we should restrict the Committee to the handling of coal only. I don't see why they should not handle all freight, and I should also like to have that part of Mr. Moore's discussion made explicit to the Committee. The embargo rules we are operating under at present are all right, except I think it would make it more intelligent to all concerned if they would specify in the embargo whether or not they will accept the freight in transit. The rule now gives them the right to take advantage of two options, one to accept everything in transit and the other not to accept and pay per diem. In placing an embargo with an intermediate line they should say which option they take advantage of. I do not see any objection to it and it places the intermediate in an intelligent position to handle it.

Mr. Moore (Frisco): I do not want to go on record as restricting the authority of this Committee; I merely call attention to the coal situation inasmuch as that is one that has personally come to my attention recently.

Mr. Taussig: I would like to know why it is necessary to have a different system in St. Louis than anywhere else. Why don't the American Railway Associations Rules cover it, or is it necessary to have special rules here? I know it to be a fact in the east you get an embargo notice on one railroad from the Superintendent; on another from the Superintendent Transportation and on another from the General Freight Agent, but they seem to get along all right.

Chairman: We are getting along but if you would have been here a little earlier you would have heard some reasons advanced for formulating special rules. If you will read the A. R. A. Rules you will find it is optional with the receiving line to accept loads in transit, or refuse them and pay the per diem. Now, one of the points is that they would like to have the receiving line say what option it selects; that is what it

is going to do; take the freight in transit or hold and pay per diem. I suggested that this matter be referred to the Car Service Committee in order that they might straighten it out.

Mr. Coakley: I offer the following motion:

That this matter be referred to the Car Service Committee and that the Secretary be instructed to give them the benefit of this discussion so they may have some idea of what is expected.

Motion was seconded and carried unanimously.

#### **Collection of Grain Doors at Elevators.**

Secretary: We are still awaiting reply from the Local Freight Agents' Association.

Mr. Moore: Inasmuch as the Local Freight Agents' Association have had this matter some time, I suggest the Secretary be instructed to tell them to either report at the next meeting, or return the correspondence. We are losing valuable time and it is getting to the time of the year when we should arrive at some definite understanding as to how we should handle the grain door situation.

Upon motion made, seconded and carried, the Secretary was instructed to call upon the Local Freight Agents' Association for early reply in the matter of grain doors.

#### **Method of Collecting Charges for Reducing Overloaded Cars.**

Secretary: The Executive Committee, Interchange Car Inspection, is not prepared to make final report on this.

**Correspondence.**

**Uniform Interchange Inspection Rules.**

Secretary reads:

Wiggins Ferry Company.

St. Louis, June 1, 1906.

Mr. Julius Rothschild, Secretary,  
Central Association of Railroad Officers,  
Union Station, City.

Dear Sir: In view of the fact that the Central Association of Railroad Officers passed the Uniform Rules of Interchange, I recommend that the St. Louis Division at once adopt these rules. They are, with but slight exceptions, a repetition of the St. Louis Rules and these exceptions are beneficial ones.

Will you kindly docket this for the next meeting.

Yours truly,

Geo. Hannauer,

Superintendent.

Chairman: If there be no objection, we will refer this matter to the Interchange Committee, which I think is the proper one to handle this subject.

Mr. Moore (Frisco): For the benefit of the Committee I personally would prefer to have the rules discussed, particularly those which are not in line with our present rules, so they may have the benefit of the opinion of those interested.

Mr. Coakley: This matter was gone into very fully at the Annual Meeting in this hotel, each rule was read and discussed, and I believe every road here today was represented there. It therefore appears to me unnecessary to re-discuss it as it has already been thoroughly thrashed over.

Chairman: The meetings of the Executive Committee are open to all members and it is every member's privilege, in fact quite the custom for those who are interested in certain of the rules to appear before that Committee and express their views.

Mr. Kearney: Can you tell us what the principal points are in which these rules differ from our present rules? The present rules are running along smoothly after a good deal of hard work, and I do not think we should be changing the rules every six months.

Chairman: The principal changes in the rules are changes of form. For instance, they re-arranged them, and made every rule a complete rule in itself, so that it can be quoted without reference to any other rule, and aside from that I really could not call your attention to a change of any importance. There is one little change in Rule 41, and that is on empty foreign cars going home; that is the Chicago rule as against the rule we had here. This rule is that an empty car enroute home must be accepted unless in a wrecked and generally worn out condition, as prescribed in the M. C. B. Rules.

Mr. Waughop. The only difference is it places in the hands of the Chief Inspector empty cars going to be loaded instead of in the hands of the foreman.

Chairman: That part of the rule reads practically the same as our present rule. The Chief Inspector at Kansas City called attention to the fact that there was much unnecessary setting back of cars on orders, therefore, it was the Committee's opinion that Rule 41 should be so amended that the setting back would be possible only with the sanction of the Chief Inspector. A discussion at the annual meeting brought out the fact that the Chief Inspector had sufficient power over the Interchange Inspectors in matters of interchange and if he found an inspector was exercising poor judgment in rejecting cars furnished for loading, he could say, "I want you to hold up those cars and let me look at them. I want to review your work, I want to see what you are doing." He practically has that right under the present rules, as I read them, and the jurisdiction of Chief Inspector is not increased by Rule 41; in fact the rule is practically the same. The discussion merely brought out the fact that the Chief Inspector already had this right, it simply has not been exercised heretofore and is not a change in the rule.

Do not believe you will find a change in anything except in improving the language and the classification of the rules.

Mr. Kearney: Here is a decided change, Rule 42.

Chairman: That is the present practice, Mr. Kearney.

Mr. Waughop: The rules as written by the general association are very near verbatim.

Mr. Fitzgerald: If the rules are essentially the same what is the use of adopting these?

Chairman: These rules were adopted at the annual meeting of the Central Association with the hope of making the practice uniform at all large terminal centers. The annual meeting recommended to all divisions that they adopt this same code. That would give us the same code at St. Louis, Cincinnati, Toledo and other large centers, and make it much better for the lines that have terminals in more than one large city. For instance, a line is charged with a transfer at both ends of the line under the present practice. If such rules are uniformly adopted, the practice will be uniform and no hardship will be worked on any line.

Mr. Fitzgerald: There is certainly one exception to these rules and that is Rule 31. The present rules are working all right and I don't see why they should be changed.

It was explained to Mr. Fitzgerald that Rule 31 is in accordance with the present practice.

Mr. Coakley: I move that the rules be adopted.

Mr. Somerville: I second the motion.

Mr. Taussig: Will the adoption of these rules carry with it a new tariff of charges for transfer of carload freight?

Chairman: Yes, sir.

Mr. Mechling: What benefit do we expect to derive from a uniform set of rules?

Chairman: Take the Vandalia for example. Under the present practice you have one system of collecting for transfers at Indianapolis and you have a different system at St.



Louis. My recollection is that at Indianapolis transfers are made practically under M. C. B. Rule 2, which throws the burden upon the delivering line; at least it can be so placed at the option of the receiving line. In other words, what the receiving line pays for at East St. Louis, the delivering line has to pay for at Indianapolis. If we get these rules uniform you get at least an even break and you get the same treatment at all your large centers.

Chairman: Some of the local agents are here, Mr. Fitzpatrick, Mr. Pollard and Superintendent Somerville. If they will run over the tariff of charges for transfer of carload freight, they will no doubt be able to determine whether it is all right.

Mr. Waughop: Under these rules it is optional for any division to make any special rules they may see fit. We have one particular rule in effect here and that is the acceptance of cars without card for certain missing material. Under the present rule it is obligatory to accept such cars without card. Probably that portion of it can go before the Executive Committee.

Chairman: Mr. Waughop's point is well taken. It is not our intention to destroy any of the rulings of the Committee which have since become rules. These rules provide that rulings of the Executive Committee, when properly approved by the Association, become rules of the Association and we have quite a few such rules covering local conditions. I take it you do not want to wipe out such rules at this time. I still think these rules should come before the Committee.

Mr. Kearney: If there are no changes, I recommend that we let the rules stand as printed, as if we are going to change them they certainly will not be uniform.

Mr. Taussig: I agree with Mr. Kearney. If we are going to make some changes here to fit local conditions and some more are made at Detroit to fit conditions there, the next thing you know we will have no uniform rules.

Mr. Kearney: I am perfectly satisfied with the present

rules, but am willing to sacrifice something for the sake of uniformity in all these centers, but if we cannot have uniformity in every respect, then I do not believe in changing our present rules. I move that the discussion of the Interchange Rules be laid over until the meeting in September..

Mr. Taussig: I second the motion.

Chairman: It is moved and seconded that the original motion be amended and we will now vote on the question of whether or not the discussion be laid over until the September meeting.

Carried.

(Here Mr. Hannauer excused himself and Vice-President Kearney took the Chair.)

#### **Increase in Salary of General Secretary.**

Secretary reads:

Central Association of Railroad Officers.

Cincinnati, O., June 5, 1906.

To all Secretaries: Notice of change in Constitution and By-laws was given at the meeting of the Central Association of Railroad Officers, held at St. Louis on May 28th and 29th, changing them to read that the salary of the General Secretary shall be fifty dollars per month in place of twenty-five dollars as heretofore.

Please place this matter before your Division that all may be advised as to the anticipated change.

Yours very truly,

O. G. Fetter,  
General Secretary.

Chairman: This is merely a formal notice of proposed change in the by-laws upon which a vote will be taken at the next annual meeting.

**Executive Committee Central Association of Railroad Officers.**

Secretary reads:

The Central Association of Railroad Officers.

Cincinnati, Ohio, June 5, 1906.

To All Secretaries: At the meeting of the Central Association of Railroad Officers, held at St. Louis on May 28th and 29th, the following notice was given, looking to change in Constitution and By-laws at the next annual meeting:

**Moved,** That our Constitution and By-laws be amended to read: "The Executive Committee shall be composed of five members, instead of eleven as at present, and that they be elected annually."

Please present this to your Division at its next regular meeting so that they may be advised of the anticipated change.

Yours very truly,

O. G. Fetter.

General Secretary.

Chairman: There is nothing to do with this but to include it in the minutes.

**Printing the Standing Resolutions of the Various Divisions.**

Secretary reads:

Central Association of Railroad Officers.

Cincinnati, O., June 5, 1906.

To All Secretaries: At meeting of the Central Association of Railroad Officers, held in St. Louis, May 28th and 29th, the following resolution was offered and adopted:

**Moved:** That the Secretaries of the various Divisions send to the General Secretary the standing resolutions in force at the various points throughout the territory of the Central Association of Railroad Officers, and that the General Secretary have them printed in a pamphlet and distributed to the various members of the Association in such manner as may be

desired, in hopes that it may bring about greater uniformity in the rules and practice.

Will you kindly furnish me with the above information at the earliest possible date and oblige,

Yours very truly,

O. G. Fetter,  
General Secretary.

Secretary: Mr. Fetter's request has been complied with.

### **Uniform Rules of Interchange Inspection.**

Secretary reads:

Central Association of Railroad Officers.

Cincinnati, Ohio, June 5, 1906.

To All Secretaries: I hand you herewith report of Committee on Uniformity of Rules governing Interchange Inspection of Cars at Large Terminals.

At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28th and 29th, the enclosed report was adopted as the uniform practice for the Central Association, with the recommendation that all Divisions adopt same locally.

Will you kindly present the matter to your Division at their first regular meeting and advise me the action taken.

Yours very truly,

O. G. Fetter,  
General Secretary.

Chairman: This matter having already been discussed this morning Secretary is in position to reply to Mr. Fetter.

### **Proceedings to be Mailed Direct by the General Secretary.**

The Secretary read another letter from Mr. Fetter, advising that in pursuance to action taken at the annual meeting, the proceedings will hereafter be mailed direct from Cincinnati.

nati and requesting that he be furnished with a mailing list from this division. Secretary stated that the request had been complied with.

**Holding Switching Lines Responsible for Additional Damage  
to Bad Order Cars Enroute to Car Works.**

Secretary reads:

Terminal Railroad Association of St. Louis, Office of Superintendent, Union Station.

St. Louis, May 31, 1906.

Mr. J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
Building.

Dear Sir: Referring to my letter to you of April 2d, relative to our refusing to handle bad order cars from our connections to the American Car & Foundry Company, Madison plant, for overhauling or destruction, only with the understanding that we would not be responsible for further damage to or destruction of such cars while being handled by us, and your reply of May 21, 1906, giving the result of placing this matter before the Central Association of Railroad Officers.

We will be governed in accordance with resolution referred to in your letter of May 21st, and I have notified all concerned accordingly.

Respectfully,

J. J. Coakley,  
Superintendent.

Chairman: No further action on this matter is necessary.

**Report of Committees.**

**Holding of Annual Meeting at St. Louis, May 28th and 29th.**

The Executive Committee presented its final report on this subject and the same was ordered received and filed.

**Supervision of Scales by the Merchants Exchange.**

Secretary reads:

St. Louis, June 7, 1906.

To the Central Association of Railroad Officers,  
St. Louis, Mo.

Gentlemen: Your Committee appointed to look into the matter of checking carload freight on team tracks at St. Louis, beg leave to report that they have conferred with the Local Freight Agents' Committee. They recommend that the Terminal and Wiggins Ferry should afford the railroads using their team track facilities the same protection that these roads would give were the freight unloaded on their own tracks.

Mr. Coakley, the third member of this Committee, does not agree with us and will make a minority report.

Respectfully,  
Committee:  
J. A. Somerville,  
J. E. Taussig.

(Minority Report.)

To the Central Association of Railroad Officers,  
St. Louis, Mo.

Gentlemen: Your Committee appointed to look into the matter of checking carload freight on team tracks at St. Louis, a minority begs leave to report as follows:

That this proposition, as suggested by the Merchants' Exchange, is too far reaching to be decided by this Association. It would particularly impose a great expense to the switching lines, who furnish team track facilities for the eastside lines without receiving any additional revenue therefor, and on a further

investigation a minority of your Committee has ascertained that this matter has been taken up before with the General Managers and is no new subject, and whereas it invites a great expenditure without any increase in revenue, any action taken by this Association could only be in the form of a recommendation, and a minority of your Committee respectfully recommends that the whole subject matter be referred back with the suggestion that the matter be taken up with the General Managers for the reasons above stated.

Very respectfully,

Committee:

J. J. Coakley,

a minority of  
your committee.

Mr. Moore (Frisco): I move you, Mr. Chairman, that the minority report be accepted.

Mr. Coakley: I second the motion.

Chairman: The matter is now open for discussion.

Mr. Coakley: We are satisfied this arrangement will not be carried out in a conclusive manner and are willing to go back to the old adage that a thing half done is never done. Therefore, to carry out this proposition as outlined by the Agents will simply start something that would incur a great deal of dissatisfaction, discussion, litigation and delays.

Chairman: If the L. & N. delivers in its own team yards in East St. Louis a car of package freight they check it and see that they get a proper check on it. On the other hand, if this car is consigned to St. Louis and unloaded in some terminal team track yard, for the L. & N., they have no proper check.

Mr. Fitzgerald: We would not check that car out at East St. Louis. It is understood that all carload business is to be loaded and unloaded by the consignee.

Chairman: This question came up at our last meeting

and we asked all the lines present how they delivered carload freight in their own team yards. The answer of the Vandalia, C. B. & Q., Wabash, and others, was that in delivering cars themselves they checked it out. This being the case there is no reason why the Terminal should not do the same thing. The Terminal should either do that or be responsible for the loss when claim is made, but they are not members of the Freight Claim Agents' Rules.

Mr. Somerville: I want to take issue with Mr. Fitzgerald that in carload or package freight the L. & N. takes receipt for the car in full. If you get a carload of washing-machines, a specified number of packages, I think you will find your Agent has a check on them. On pig iron he does not. I want to say for the benefit of the minority report that it is the custom for all railroads to check carload freight delivered from their team tracks; that is, on package freight we check the packages. In case of celery and oranges we check the number of boxes or packages; with grain we check the number of loads taken. In consultation with the local agents we suggested to them that they go into this arrangement with the Merchants' Exchange and specify the tracks on which the arrangement could be affected, eliminating the Merchants and Terminal for the reason that they could not get the proper protection on those tracks. The eastside agents said, "No, we cannot afford to do that. We are eastside lines; we must deliver our business at St. Louis. You lines that have terminals on both sides have the advantage of us and those that have terminals on the westside only have advantage of us. We must have this a uniform proposition." The I. C. Agent says he wants his goods delivered from the Terminal tracks if consignee demands it. They are willing to pay the Terminal tariff rate for it and in return for that they think they should have the same protection as if the property was delivered from their own tracks. Now if the majority of the Committee are misinformed as to the practice of eastside lines, then the matter was wrongly presented to us by the Committee of the Local Agents. They have discussed this matter for months.



After considerable discussion and re-discussion of this matter a vote was taken on adoption of the minority report with the following result:

B. & O. S-W.—No.  
C. B. & Q.—No.  
C. & E. I.—Yes.  
C. C. C. & St. L.—No.  
L. & N.—No.  
M. K. & T.—No.  
Mo. Pac.—No.  
M. & O.—No.  
St. L. & S. F.—Yes.  
St. L. K. C. & C.—Yes.  
Vandalia—No.  
Wiggins Ferry—Yes.  
Int. Car Transfer—Yes.  
Wabash R. R.—No.  
T. R. R. A.—Yes.  
Yea's, 6; Noe's, 9.

Chairman: The Noe's have it.

Mr. Taussig: I move that the majority report be adopted.

Mr. Fitzpatrick: I second the motion.

The vote taken was as follows:

B. & O. S-W.—Yes.  
C. B. & Q.—Yes.  
C. & E. I.—No.  
C. C. C. & St. L.—Yes.  
L. & N.—Yes.  
M. K. & T.—Yes.  
Mo. Pac.—Yes.  
M. & O.—Yes.  
St. L. & S. F.—No.  
St. L. K. C. & C.—No.  
Vandalia R. R.—Yes.  
Wiggins Ferry—No.  
Int. Car Transfer—No.

Wabash R. R.—Yes.

T. R. R. A.—No.

Yea's, 9; Noe's, 6.

Chairman: Carried.

Mr. Carothers: This report of Committee, as I understand it, covers only a certain phase of the original report, with reference to the supervision of scales.

Chairman: No, it covers the whole thing.

Mr. Coakley: I beg to offer the following motion: That the Terminal adopt this proposition and prorate any additional expense they are put to among the lines that take advantage of the Terminal team tracks.

Mr. Moore (Frisco): I second the motion.

There was some discussion on this motion but no action was taken as the matter had already been disposed of.

#### **New Business.**

#### **Grain Doors.**

Mr. Moore (Frisco), called attention to the fact that in great many cases where cars had been equipped with grain doors, the doors had been removed before the cars reached the elevators. To overcome trouble of this kind he offered the following motion:

That this Association adopt the principle of having cars, equipped with grain doors going to the elevators for grain loading, sealed and billed.

After some discussion of the subject a vote was taken which failed to carry the proposed measure.

There being no further business, upon notice being made and seconded, the meeting adjourned at 12:10 p. m.

GEO. HANNAUER,

J. ROTHSCCHILD

E. F. KEARNEY,

Secretary.

Chairman pro tem.

## KANSAS CITY DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at Condes House,  
Monday, June 11th, 1906.**

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The meeting was called to order at 2:00 p. m. by the President Mr. J. P. Cummings, with the following representation:

A. T. & S. F. Ry. ....	H. W. Sharp.....	Superintendent.
C. & A. Ry.....		Not represented.
C. B. & Q. Ry.....	J. P. Cummings....	Supt. Terminals.
C. G. W. Ry.....	J. H. Lyman .....	General Agent.
C. M. & St. P. Ry.....		Not represented.
C. R. I. & P. Ry.....		Not represented.
K. C. Belt Ry.....		Not represented.
K. C. N. W. R. R.....	R. P. Isitt.....	Agent.
K. C. Southern Ry.....	F. S. Rawlins.....	Supt. Trans.
	C. W. Streeter....	G. Y. M. K. C. S.
L. K. & W. Ry.....		Not represented.
M. K. & T. Ry.....		Not represented.
Mo. Pacific Ry.....	E. K. Carnes.....	Sup't Terminals.

Q. O. & K. C. R. R. . . . . G. E. Smith . . . . . Agent.  
St. J. & G. I. R. R. . . . . Not represented.  
St. L. & S. F. R. R. . . . . J. E. Hutchinson . . . Supt. Terminal.  
Union Pacific Ry. . . . . Not represented.  
Wabash R. R. Co. . . . . Richard Doyle . . . . Superintendent.

The following Mechanical men were also present:

J. W. McKenzie, G. F. C. D., K. C. Southern Ry., F. W.  
Trapnell, Chief Interchange Inspector, Kansas City, Mo.

President: The minutes of the March and April meetings have not yet been approved, if there are no objections, they will stand approved as printed.

#### Unfinished Business.

#### Delayed Delivery of Packing House Products From Packing Houses.

Secretary: The Packing House matter is still unfinished. After the April meeting I called a meeting of the six switching lines, having first sent out a letter to all of the lines asking for figures on the time it would be necessary to have the meat in order to forward on noon and evening trains on time. The meeting of the switching lines was called for the discussion of these figures. All lines were represented except the Missouri Pacific and the St. L. & S. F. The four lines that were represented stated that they could make the deliveries as requested by the outbound carrying lines, provided the packing house docks closed promptly at 11:00 a. m. and 4:00 o'clock p. m. I took the matter up by letter with the other two lines and received a reply from the Mo. Pacific as follows:

Replying to your favor of the 7th, with statement of figures submitted by the outbound carrying lines on the matter of handling packing house products, which has been discussed at several meetings of the

Association, beg to advise that the figures as shown in this statement covering the time for delivery to and receipt from connecting lines of this traffic is satisfactory to us, but I fear that some of the figures shown for delivery through Union Depot may cause delay.

For instance, 6:10 p. m. for the C. & A., and 7:00 p. m. for the C. B. & Q., etc., you know the hours between six and seven o'clock in the evening are very busy ones at the depot, but we will do our very best to meet the figures as nearly as possible in our deliveries from the Morris plant.

I have not heard from the Frisco, but Mr. Hutchison is here today and can tell us whether or not they can meet the figures.

Mr. Hutchison: I received the letter just before the May meeting, but did not reply, thinking the matter would come up at that meeting. We cannot make the A. T. & S. F. at either 11:00 a. m. or 4:00 p. m. I do not think we ever have anything for the Santa Fe at noon but we cannot make the 6:00 o'clock delivery in the evening.

We cannot make the C. G. W. out at 5:10 p. m. in the evening.

We cannot make the Rock Island Armourdale at 11:00 or 4:00 o'clock.

We would be about fifteen to thirty minutes late on the Milwaukee.

We can just about make the K. C. Southern, and the Missouri Pacific we cannot make at all.

President: If the packers will close thirty minutes earlier in both forenoon and afternoon, it will give us thirty minutes longer to get to the connections, and I think we will be able to get thirty minutes earlier closing from the packers both morning and evening, if we can show them the necessity for closing half an hour earlier in order to get trains out on time.

Mr. Hutchison: If the earlier closing hour will make the packers go to work earlier in the morning, we would have to

put the switch crews in before six o'clock in the morning and will have to pay overtime.

Mr. Doyle: Mr. Hutchison, do I understand that you have to get out there in the morning and switch each of these houses before they go to work?

Mr. Hutchison: No, we set them before we go at night. In order not to keep a night crew, we just shove the cars in wherever we can get them, then the switching crews go down there in the morning and set the cars to the plants.

President: I do not think this switching matter should enter into this discussion at all, that is a matter between the packers and the Frisco.

Mr. Hutchison, would you be in favor of the Association going to the packers and asking them to give us an earlier closing hour?

Mr. Hutchison: That would be 10:30 a. m. and 3:30 p. m.!

President: Yes.

Mr. Doyle: We had something like this at South Omaha. The packing houses were holding open in the evening until there wasn't a road leaving on time at 8:00 o'clock. About a year ago we had a meeting and asked for an earlier closing hour and told them that if the business was not ready on the connection at 8:00 o'clock we would not wait for it. The railroads did leave a few cars and when the packers found out what would happen if they were late, they soon got the cars closed on time.

Mr. Hutchison: That is about the same as they are doing here. I will be perfectly willing to say to the packers that they should close half an hour earlier in order to make the deliveries.

Mr. Sharp: If it isn't ready, let them hold it over 24 hours and get it out a day late. The packers have had instructions to do what is right in this matter, and certainly now is the time to get what we want.

Mr. Lyman: A half hour will mean a good deal in the evening.

President: I think we should get this matter in shape so we can call a meeting between the railroads and the packers within a week or ten days.

Mr. Sharp: I move that the packers be asked to close their cars at 10:30 a. m. and 3:30 p. m.

Mr. Carnes: I second the motion.

Secretary: We might state in the call for the joint meeting that the railroads require earlier closing hours, 10:30 and 3:30 and they would have something to work on.

Motion put to vote and carried.

President: As I understand it, it will now be necessary to give this information to the packers and call a meeting at some near date.

Mr. Lyman: I move that the Secretary arrange for a joint meeting between the railroads and the packers for Friday, June 29th, at 2:00 p. m., at the Coates House.

Mr. Rawlins: I second the motion.

Carried.

#### **Extra Switch Charge Made on Cars Set to Team Track to Finish Loading.**

Secretary: Some time ago it was decided to make an extra switch charge of \$3.00 on cars set to team track to finish loading. In this connection, I have the following letter from Mr. G. A. Kimball, Joint Agent of the Transit Inspection Bureau:

At today's meeting question of making charge of \$3.00 for setting cars from loading platform to team track to finish loading was up, and motion was made that the Local Committee recommend to the

Superintendents' Association that the charge be reduced to \$1.00, the vote standing as follows:

A. T. & S. F., not prepared to vote.  
C. & A., not interested.  
C. B. & Q., aye.  
C. G. W., not prepared to vote.  
C. M. & St. P., not interested.  
C. R. I. & P., not prepared to vote.  
K. C. S., not prepared to vote.  
M. K. & T., not interested.  
Mo. Pac., no.  
Frisco, aye.  
Q. O. & K. C., not interested.  
U. P., no.

In this connection will state that the charge at other points had been investigated and it is reported that no charge whatever is made for like service at St. Louis, Rock Island, Moline and Davenport. There is a charge of \$1.00 at Peoria, and at Council Bluffs and Omaha a regular switching charge is assessed which runs from \$2.00 to \$3.00 per car.

Motion was then made by the Union Pacific that the charge be reduced to \$2.00, and the vote was as follows:

A. T. & S. F., aye.  
C. & A., not interested.  
C. B. & Q., aye.  
C. G. W., not prepared to vote.  
C. M. & St. P., not interested.  
C. R. I. & P., aye.  
K. C. S., no.  
M. K. & T., not interested.  
Mo. Pac., no.  
Frisco, aye.  
Q. O. & K. C., not interested.  
U. P. aye.

This report to you for action of your Association.



Mr. Sharp: I move that the matter be laid on the table.

Mr. Hutchison: I second the motion.

Mr. Isitt: I will say that there has been a big improvement since the resolution was adopted.

Motion put to vote and carried.

### **Pneumatic Tube System.**

Secretary: I have a letter from the secretary of the Local Freight Agents' Association enclosing a report from Dale Harman, Chairman of the Pneumatic Tube System Committee appointed in that association some time ago. Report is as follows:

As Chairman of the Committee on Pneumatic Tube System which we desire to inaugurate between the different Local Freight Offices in the Kansas City Terminals, I beg to advise that I have blue prints of plan for this system, submitted to me by Lamson Consolidated Store Service Company, through their representative, who called upon us, whereby they agree to install their system at a cost of \$82,750.00.

The annual expense of operating this plant would be approximately \$16,500.00 per year, to which should be added the interest on the original cost of installing the plant, at 4 per cent per annum, which would make the total expense to be borne by the respective lines approximately \$19,810.00 per year to be borne jointly by the eleven roads named as follows.

A. T. & S. F., C. & A., C. B. & Q., C. G. W., C. M. & St. P., C. R. I & P., K. C. S., Mo. Pac., M. K. & T., St. J. & G. I., St. L. & S. F. and Un. Pac. All of which claim that the inauguration of this system would be the means of saving them jointly \$4,000.00 per year in the employment of messenger service, which is about the only item of expense that can be figured upon with any degree of accuracy, but is one of the smallest items to be considered.

The inauguration of this system would be the means of expediting billing interchanged between the respective roads, as well as all mail and a great number of messages which would result in a more prompt movement of car load shipments, less than car load shipments and the relieving of our present congested telegraph departments.

If the above named roads feel disposed to inaugurate this tube system, it could be maintained at an expense of about \$150.00 per month for each of the above named lines.

I have in my possession copies of the blue prints and a sample of the tube, which is supposed to act as the carrier between the different offices, which I would be glad to deliver to any one who cares to interest themselves in this matter.

President: What disposition shall we make of this matter?

Mr. Rawlins: This recommendation is to apportion the expense between the lines equally without regard to the amount of business. It seems to me that this should be submitted to each line so some intelligent report can be made to the management in regard to it.

Mr. Carnes: I would suggest that the matter be referred back to the Local Freight Agents and get a supply of the blue prints so they can be submitted to the superintendents and by them to their superior officers together with a recommendation.

Mr. Rawlins: I move that this matter be taken up with the Local Freight Agents' Association by a committee from this Association, that they get all the information obtainable from the Local Freight Agents' Association and any other data they can get and report to this Association with their recommendation.

Mr. Hutchison: I second the motion.

Carried.

Committee appointed by the Chair as follows:

Mr. H. W. Sharp, Supt., A. T. & S. F. Ry., Chairman.

Mr. F. S. Rawlins, Supt. Trans, K. C. Sou. Ry.

Mr. J. H. Lyman, Gen. Agent, C. G. W. Ry.

### **Inspection of Kansas City Terminals.**

Secretary: I have a letter from Mr. R. L. Milton, Secretary **L**ocal Freight Agents' Association, under date of May 1st, as **f**ollows:

At a special meeting of the Local Freight Agents' Association this afternoon, it was decided to not attempt a general inspection of Kansas City terminals this season, but have arranged to inspect yards of the A. T. & S. F. R. R. after adjournment of next regular meeting at 2:00 p. m., Monday, May, 7th, train leaving Union Depot at that hour.

It is expected to continue inspection of individual yards after each meeting, first Monday in each month, until entire terminals are covered and believe same will bring us in closer touch with the terminal situation resulting in great benefit to all taking advantage of the opportunity.

We would be glad to have any transportation officers who can conveniently do so to accompany us on these trips.

A copy of this letter was sent to all members under date of May 4th.

### **Regular and Prompt Attendance at Meetings.**

Mr. Lyman: I move that the regular order of business be suspended, and that the Secretary of this Association advise the General Superintendent of any line that is not represented at a regular meeting of this Association and request that

steps be taken to see that a representative of his line **be** present at the meetings regularly and promptly.

Mr. Sharp: I second the motion.

Carried.

#### Collection and Retention of Car Rental.

Secretary: I have a letter from Mr. J. S. Adsit under date of May 7th in regard to St. L. & S. F. Ry. giving notice that they would not be governed by Resolution No. ~~XXX~~ <sup>1</sup>.

Mr. Rawlins: I move that the matter be held in abeyance and taken up at the first meeting which Mr. Adsit attends.

Mr. Doyle: I second the motion.

Carried.

#### Transferring Tinware.

Secretary: I have a letter from Superintendent ~~S~~<sup>Sharp</sup> under date of May 20th, enclosing correspondence on the ~~ques-~~<sup>tion</sup> as to whether tinware in bundles is a transferable ~~com-~~<sup>modity</sup>.

President: The question for the Association to decide is whether the 980 bundles of tinware referred to in the ~~cor-~~<sup>res-</sup>pondence should be considered bulk tinware.

Mr. Isitt: I move that the Association consider tinware ~~re~~<sup>in</sup> bundles the same as bulk tinware.

Mr. Rawlins: I second the motion.

Carried.

#### Iron Pipe a Non-transferable Commodity.

Secretary: I have a letter from Mr. Sharp under date of June 1st, as follows:

Referring to action taken at December meeting, adding pipe, when exceeding three inches in diameter, to the non-transferable commodity list.

I find that pipe less than three inches in diameter is moving to Kansas and the Southwest through St. Louis without transfer, and I would recommend that we amend our rules to include all pipe on the non-transferable list.

Will you kindly present the matter to the Association for their consideration?

Mr. Isitt: Why was dimension of three inches picked on?

Mr. Rawlins: Weight, I presume. I move that all iron be considered non-transferable.

Mr. Lyman: I second the motion.

Carried.

#### **Furnishing General Secretary Copy of Resolutions.**

Secretary: I have a letter from General Secretary Fetter dated date of June 5th, as follows:

At meeting of the Central Association of Railroad Officers, held in St. Louis, May 28th and 29th, the following resolution was offered and adopted:

**Moved,** That the Secretaries of the various Divisions send to the General Secretary the standing resolutions in force at the various points throughout the territory of the Central Association of Railroad Officers, and that the General Secretary have them printed in a pamphlet and distributed to the various members of the Association in such a manner as may be desired, in hopes that it may bring about greater uniformity in the rules and practices.

Will you kindly furnish me with the above information at the earliest date and oblige?

Mr. Doyle: I move that the Secretary be instructed to send the General Secretary a copy of the resolutions of this Division.

Mr. Carnes: I second the motion.

Carried.

### **Change in Constitution and By-laws.**

Secretary: Under date of June 5th, Mr. Fetter wrote me as follows:

At the meeting of the Central Association of Railroad Officers, held at St. Louis on May 23th and 29th, the following notice was given, looking to change in constitution and by-laws at the next annual meeting:

**Moved,** That our Constitution and By-laws be amended to read: The Executive Committee shall be composed of five members, instead of eleven as at present, and that they be elected annually.

Please present this to your Division at its next regular meeting so that they may be advised of the anticipated change.

Mr. Doyle: I move that the General Secretary's letter be included in the minutes of this meeting.

Mr. Isitt: I second the motion.

Carried.

### **Increase in Salary of General Secretary.**

Secretary: Under date of June 5th, I have the following letter from Secretary Fetter:

Notice of change in Constitution and By-laws was given at the meeting of the Central Association of Railroad Officers, held at St. Louis on May 28th and

29th, changing them to read that the salary of the General Secretary shall be \$50.00 per month instead of \$25.00 as heretofore.

Please place this matter before your Division that all may be advised of the anticipated change.

Mr. Isitt: I move that the communication be included in the minutes of this meeting.

Mr. Doyle: I second the motion.

Carried.

#### **Mailing List to General Secretary.**

Secretary: I have a letter from Mr. Fetter under date of June 5th, asking that we furnish him a list of the members of this Division that the proceedings may be mailed direct from his office.

Mr. Isitt: I move the Secretary furnish the General Secretary a mailing list of this Division as requested.

Mr. Doyle: I second the motion.

Carried.

#### **Committee on Signaling and Interlocking.**

Secretary: Here is a letter addressed to President Cummings by Mr. Fetter, under date of June 2d, as follows:

At the annual meeting of the Central Association of Railroad Officers (General), held at St. Louis on May 28th and 29th, a committee was appointed on Signaling and Interlocking, to consider paper submitted by Mr. Rhoads, on Signal Lights, and by Mr. Bignell, on Protecting Trains within Station Limits by Fixed Signals. The committee is to consist of one member from Indianapolis, Kansas City, and Detroit Divisions.

I am requested by President Waite, of the Central Association, to have this Committee appointed at the earliest possible date. Will you kindly arrange for the appointment for your Division and advise me as early as possible?

Mr. Doyle: I move that the letter be included in the minutes of this meeting, and that Mr. Rawlins, of the Kansas City Southern Ry., be the man appointed from the Kansas City Division.

Mr. Lyman: I second the motion.

Carried.

#### **Reclaim on Cars Containing L. C. L. Freight.**

Secretary: Under date of May 26th, Mr. Corbett, of C. & A., wrote me asking that I bring before the Association the matter of Reclaim on cars containing L. C. L. freight, and whether or not the line doing the switching would be entitled to \$3.00 switching service per car.

Mr. Lyman: I move that the matter be passed until Mr. Corbett is present at a meeting.

Mr. Isitt: I second the motion.

Carried.

#### **Damage to L. S. & M. S. 40366.**

Secretary: Under date of May 23d, Mr. Rider, of the K. C. Belt, wrote me asking that I bring before the Association the question of liability for damage to L. S. & M. S. car 40366, delivered them by the Mo. Pacific.

Mr. Carnes: I move that the matter be held until Mr. Rider is present at a meeting.

Mr. Lyman: I second the motion.

Carried.



### **Interchange Inspection.**

#### **Schedule of Uniform Prices for Transferring Cars.**

**Secretary:** Here is a letter under date of May 3d, from J. Donovan, Chairman of a Committee appointed to draw a schedule of uniform prices for transferring bad order S:

Referring to the matter of establishing a uniform price for transferring freight in bad order cars at Kansas City.

Messrs. Cummings, Hutchison and myself have gone into this matter very thoroughly and I attach herewith all papers bearing on this subject. You will notice that it is agreeable to the Committee that we adopt a schedule in line with the one recommended by the Committee of the Central Association, which held a meeting at the Midland Hotel, Kansas City, April 25th. These figures are shown in red pencil on list second attached, and you will note that there is no material difference between their figures and the ones we had under consideration.

Therefore I would thank you to report at the next meeting of the Association that we are in favor of accepting the schedule adopted by the Committee of the Central Association of Railroad Officers.

**President:** You have heard the report of the Committee, what will you do with it?

**Mr. Rawlins:** I move that the report of the Committee received, and the Committee discharged.

**Mr. Isitt:** I second the motion.

**Carried.**

Mr. Sharp: I move that the report be adopted and <sup>that</sup> the matter be submitted to letter ballot.

Mr. Carnes: I second the motion.

Carried.

Secretary: In this connection I have a letter from <sup>Mr.</sup> Fetter, under date of June 5th, as follows:

I hand you herewith report of Committee on Uniformity of Rules governing Interchange Inspection of Cars at Large Terminals.

At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28th and 29th, the enclosed report was adopted as the uniform practice of the Central Association, with the recommendation that all Divisions adopt same locally.

Will you kindly present the matter to your Division at their first regular meeting and advise me the action taken.

Mr. Doyle: I move that we hold the question over ~~u~~ <sup>until</sup> the next meeting.

Mr. Rawlins: I second the motion.

Carried.

#### **Report of Standing Committee—May 8th.**

Secretary: The report of the Standing Committee meeting, May 8th is as follows:

**Minutes of Meeting of Standing Committee on Interchange  
Car Inspection, Held at 614 Gumbel Building, Tues-  
day, May 8, 1906.**

**Present:**

J. S. Adsit.....Superintendent...C. M. & St. P. Ry.  
H. N. Calderwood.....G. F. C. D.....A. T. & S. F. Ry.  
C. L. Peebles.....F. C. D.....Un. Pac. R. R.  
H. A. Bantelon.....G. F.....U. P. R. R.  
L. Barnard.....F. C. D.....St. L. & S. F. Ry.  
F. W. Trapnell.....Chief Interchange Inspector.

In the absence of Mr. J. P. Cummings, Mr. J. S. Adsit  
was chosen temporary chairman.

Minutes of last meeting read and approved

**Appeal of C. R. I & P. in the Case of C. C. C. & St. L.  
Car 15079.**

Appeal of C. R. I. & P. in the case of C. C. C. & St. L. car  
15079 delivered to the Santa Fe by the Rock Island on Jan-  
uary 4th, was heard and decision of Chief Interchange In-  
spector Trapnell, holding the Rock Island responsible for  
damage to the car, was sustained.

**Defects Missed by Inspectors.**

Chief Inspector Trapnell's monthly letter was read and  
the matter of the Chief Inspector, issuing cards for missed  
defects, was acted upon in accordance with recommendation  
of the Southwestern Car Foremen's Associations.

The Chief Inspector was authorized to issue defect cars

after personal inspection of defects missed by inspectors when he considers the delivering line responsible.

### Monthly Report of Business Handled.

	Apr. 1906	Apr. 1905	Increase Decrease	Mar. 1906	Increase Decrease	
Cars received.....	64445	72512	Dec. 8067	68132	Dec. 2617	
Defect cards issued.....	1241	1296	Dec. 55	1132	Inc. 109	
Defect cards cancelled.....	42	40	Inc. 2	18	Inc. 24	
Transfer orders issued.....	155	206	Dec. 51	128	Inc. 27	
Pieces of correspondence handled....	840	636	Inc. 204	735	Inc. 105	

### Damage to Cars by Receiving Line.

Letter was read from the Secretary of the Southwestern Car Foremen's Association giving action of that Association on the matter referred to it several months ago, with reference to the advisability of adopting the latter clause of St. Louis Rule X, also the list of items classed by St. Louis as non-cardable defects.

This Committee recommends to the Central Association the adoption of these two propositions and suggests the following amendments to our Rules.

That Section 1 of Rule IV be amended to read as follows:

Loaded cars offered in interchange, except with defective safety appliances, must not be rejected because of the physical condition of the car, defective loading, non-clearance or weak structures on the receiving line; instead, the receiving line shall receive the car, make repairs if required, or transfer lading, if necessary.

Should a car be delivered with car owner's or old defects, and line receiving damage it further, causing a combination denoting unfair usage, the receiving line will be responsible only for the damage done by it.

And a new Section 4 to Rule IV to read as follows:

Foreign cars will be received with any of the following material missing chargeable to car owner, without card:

- Siding missing, account wear and tear.
- Door shoes or rollers, when door is in car.
- Door caps, when not bolted on.
- Box lids.
- Door hasps, staples or locks.
- Top or bottom side bearings.
- Three or less stake pockets, or stirrups on flat or coal cars.
- Nuts or washers of any kind.
- Two or less coils of truck springs.
- Any size bolts or rivets.
- Door slide castings.
- Roofing boards, account wear.
- Column guides.
- Wood truss blocks.
- (Brake shoes.)

Wooden or iron transom truss rod blocks or seats.

There being no further business, the meeting adjourned.

B. H. GARRIGUES,  
Secretary.

J. S. ADSIT,  
Chairman pro tem.

President: You have heard the reading of the report of Standing Committee meeting which was held May 8th. What shall we do with it?

Mr. Sharp: I move that the report be received, and approved with the exception of the proposed changes in the rules, action upon which to be deferred until the general revision of the rules.

Mr. Doyle: I second the motion.

Carried.

**Report of Standing Committee—June 5th.**

Secretary: The report of the meeting of the Standing Committee on Interchange Inspection, June 5th, is as follows:

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**Minutes of Meeting of Standing Committee on Interchange Inspection, Held at 614 Gumbel Building, Tuesday, June 5, 1906.**

**Present:**

J. P. Cummings.....	Supt. Terminals.....	C. B. & Q.	Ry.
H. N. Calderwood.....	G. F. C. D.....	A. T. & S. F.	Ry.
C. L. Peebles.....	G. F. C. D.....	Un. Pac.	Ry.
L. Barnard.....	G. F. C. D.....	St. L. & S. F.	Ry.

Also, W. W. Lowell and Geo. S. Wilbur, C. B. & Q., Mechanical Department, and F. W. Trapnell, Chief Interchange Inspector.

Minutes of last meeting read and approved.

Chief Interchange Inspector Trapnell's monthly letter was read and acted upon as follows:

**Uniform Bad Order Cards.**

Recommended to the Association that this Association have printed red and yellow bad order cards for use in this Terminal and that the expense be prorated equally between the lines.

### Reprinting of Interchange Inspection Rules.

Recommended that the Rules as now in effect be reprinted.

### Monthly Report of Business Handled.

	May 1906	May 1905	Increase Decrease	Apr. 1906	Increase Decrease
Cars received.....	64969	64154	Inc. 833	64445	Inc. 542
Defect cards issued.....	1142	894	Inc. 248	1241	Dec. 99
Defect cards cancelled.....	41	42	Dec. 1	42	Dec. 1
Transfer orders issued.....	175	283	Dec. 108	155	Inc. 20
Pieces of correspondence handled....	836	606	Inc. 230	840	Dec. 4

There being no further business, the meeting adjourned.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
Chairman.

President: You have heard the reading of the report of the Standing Committee meeting which was held June 5th, what shall we do with it?

Mr. Doyle: I move that the report be received and adopted with the exception of the question of Bad Order Cards.

Mr. Lyman: I second the motion.

President: It was the opinion of the Committee that much better results would be accomplished in Kansas City if there was a uniform card, red and yellow, printed for use in the Kansas City Terminal.

Motion put to vote and carried.

Mr. Sharp: I would like to call your attention to the fact that there were only 175 transfer cards issued in the City of Kansas City in a month. The roads in Kansas City have been increasing their switching power, and have had a number of strikes, but in spite of them both, there were only 175 transfer cards issued in Kansas City in a month.

### Furnishing Transfer Cards.

Secretary: I have a letter from Mr. Sharp of the Santa Fe, under date of May 4th, as follows:

The attached correspondence is self explanatory. I do not believe it is the intention of the rules that any road shall be out money by reason of accepting a bad order car. Here is a case where the Santa Fe is out some money, and I have no doubt there are a good many other cases. While the expression that, "One hand will wash the other," is very convenient and deserving of great respect on account of it being so old, still the application is not correct in very many cases. On the contrary, there is very little interchange of business of any kind between railroads where one hand exactly washes the other. You might as well say that one road would not charge the other anything for transferring any kind of cars, as one hand would wash the other, and the application would be about as true in that case as in most any other case that can be mentioned.

I am of the opinion that if the various lines cannot be reimbursed for the expense to which they are put by reason of receiving bad order cars, that they should be refused.

I would like to hear what the other members of the Association think about it.

Mr. Trapnell: The Santa Fe accepted the car, made the repairs, and in doing so it was necessary to take out part of the load which was replaced and the car allowed to go forward. I was of the opinion that the M. C. B. Rules would furnish the necessary protection and declined to furnish transfer order.

Rule 106 provides among other things, that when necessary to remove the load to replace one or two draft timbers or draft bolts, the labor allowed should be two hours or less.



**Mr. Sharp:** Under M. C. B. Rules it should cost 40 cents, and it cost the Santa Fe \$1.20. The point I mean to make is this, we adopt rules to facilitate the handling of business. Any road has the right to set back a car that is unsafe to run, and the receiving road should not be out any money when accommodating the other line and their traffic.

**Mr. Doyle:** I move that the action of the Chief Interchange Inspector be sustained by the Association in refusing to furnish transfer order in this case.

**Mr. Rawlins:** I second the motion.

Carried.

#### **Election of Standing Committee on Interchange.**

**Secretary:** The next is the election of a Standing Committee on Interchange Inspection. The present members are the A. T. & S. F., C. B. & Q., C. M. & St. P., St. L. & S. F., and Un. Pacific, the C. B. & Q. and C. M. & St. P. are Operating Officials and the other three from the Mechanical Department.

**Mr. Rawlins:** I move that the present incumbents be re-elected for the coming year.

**Mr. Lyman:** I second the motion.

Carried.

**Mr. Rawlins:** I move that the meeting adjourn.

**Mr. Isitt:** I second the motion.

Carried.

The date of the next regular meeting, July 9, 1906.

**B. H. GARRIGUES,**  
Secretary.

**J. P. CUMMINGS,**  
President.

## LOUISVILLE DIVISION.

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Proceedings of Regular Monthly Meeting of the Central Association of Railroad Officers, Louisville Division, held at the Office of the Secretary,  
701 Columbia Building, Louisville, Ky., June 11th, 1906.

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The roll call showed the following representation :

B. & O. S-W.....	Not represented.
C. & O. Ry.....	Not represented.
C. C. C. & St. L.....	Not represented.
C. I. & L.....	Not represented
I. C. R. R. ....	Not represented.
K. & I. B. & R. R. Co....	T. H. Hayden.....T. M.
L. H. & St. L.....	R. Cayce.....Car Accountant.
L. & N. R. R.....	C. J. Klein .....Supt. Ter.
	E. S. Hedgecock.....Chief Clerk.
P. C. C. & St. L. Ry.....	B. W. Taylor.....Superintendent.
	N. B. Boilvin.....Agent.
Southern Railway .....	B. C. Milner .....Supt.

**Reading of Minutes.**

The minutes of the last meeting were approved as printed.

**Unfinished Business.**

None.

The Secretary read the following communications from General Secretary Fetter, dated June 5, 1906:

Notice of change in Constitution and By-Laws was given at the meeting of the Central Association of Railroad Officers, held at St. Louis, on May 28, 29, changing them to read that the salary of the General Secretary shall be fifty dollars per month in place of twenty-five dollars as heretofore.

Please place this matter before your Division, that all may be advised as to the anticipated change.

Chairman: It seems that the Constitution and By-Laws were amended and changed at this meeting, and the salary of the General Secretary increased. I don't know whether the Constitution and By-Laws of the General Organization corresponds with the Constitution and By-Laws of the several Divisions or not; neither do I know whether the Central Association has any right to obligate the Divisions by a change in the By-Laws and Constitution of the Central Association: neither do I know whether the Central Association has a right to increase the expenses of the several Divisions without the consent of the several Divisions. These questions being in my mind, I think it would be wise to refer this communication to the Executive Committee of the Louisville Division for them to investigate and determine for us and report to the Association with recommendation as to action properly to be taken. If there is no objection to that method of procedure, the communication will be so treated.

There being no objection, it was so ordered.

To All Secretaries:

At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28, 29, the following notice was given, looking to change in Constitution and By-Laws at the next annual meeting:

**Moved,** That our Constitution and By-laws be amended to read, "The Executive Committee shall be composed of five members, instead of eleven as at present, and that they be elected annually.

Please present this to your Division at its next regular meeting so that they may be advised of the anticipated change.

It was the sense of the meeting that this communication should be referred to the Executive Committee with the same directions as regards "Increase of Salary of General Secretary."

To All Secretaries:

At the meeting of the Central Association of Railroad Officers, held in St. Louis, May 28, 29, the following resolution was offered and adopted:

**Moved,** That the Secretaries of the various Divisions send to the General Secretary the standing resolutions in force at the various points throughout the territory of the Central Association of Railroad Officers, and that the General Secretary have them printed in a pamphlet and distributed to the various members of the Association in such manner as may be desired, in hopes that it may bring about greater uniformity in the rules and practice.

Will you kindly furnish me with the above information at the earliest possible date, and oblige?

The Secretary was directed to furnish General Secretary Fetter with the desired information.

To All Secretaries:

At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28, 29, the General Secretary was instructed to get a list of the members of each Division, and hereafter mail proceedings direct, to avoid duplication in mailing. Will you kindly furnish me at your earliest convenience with the names of the members of your Division in good standing to whom proceedings are to be sent monthly? Also advise me how many extra copies of the proceedings I shall send you for file in your office.

The Secretary was directed to furnish General Secretary Fetter with the desired information.

To All Secretaries:

I hand you herewith report of Committee on Uniformity of Rules governing Interchange Inspection of Cars at Large Terminals. At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28, 29, the enclosed report was adopted as the uniform practice of the Central Association with the recommendation that all Divisions adopt same locally. Will you kindly present the matter to your Division at their first regular meeting and advise me the action taken?

(A copy of the report has been distributed to members.)

Chairman: We have a special committee that has charge of this subject, and unless there is objection the Chair will refer this communication to that Committee.

There being no objections, it was so ordered.

#### **Transfer of Cars at Junction Points.**

Chairman: There is a report due from Committee No. 1.

Mr. Milner: We have not formulated a report on this subject. We reported on this two years ago, and the report

was adopted, and we have been working under that agreement. The matter has been brought up recently by parties who wanted us to adopt the same rules as at other points. So far, I have been unable to get any change, especially as the matter is in the hands of the American Ry. Assn. We would be very glad indeed to have the Committee discharged until the American Ry. Assn. has acted. This subject is up in various forms. The subject "Interchange of Cars," covers a part of the ground, and I don't see that any report or any action on the part of the Transportation Committee would have any effect until we have had some action by the American Ry. Assn. on the subject, and I would be glad if you would dismiss the Committee.

Chairman: You have heard the report of your Committee, and unless there is some objection, the Chair will discharge the Committee from further consideration of this subject.

There being no objection, it was so ordered.

#### **Storage Rules.**

There being no report on this subject, the Committee was granted further time.

#### **Accepting Board of Trade Weights on Hay and Grain.**

There being no report from the Executive Committee, the Committee was granted further time.

#### **Testing Track Scales.**

There being no report from the Executive Committee, the were granted further time.

**Proposed Rules Governing Interchange of Cars.**

There being no report on this subject, the Committee was granted further time.

The President suggested that the meetings for July, August and September, be discontinued, if there be no objections, and if anything of importance comes up a meeting could be called in accordance with the By-laws.

The Secretary was instructed to attend the Montreal Convention.

Meeting adjourned at 3:30 p. m.

B. W. TAYLOR,  
President.

J. C. LOOMIS,  
Secretary.

## DETROIT DIVISION.

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Minutes of Meeting, June 2, 1906.

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### Present:

Wabash Ry. ....	G. M. Burns.....	Supt.
	J. J. Lee.....	Agent.
M. C. R. R.....	D. S. Sutherland.....	Div. Supt.
	B. R. Donovan...	Ass't Trainmaster.
	J. E. Maire.....	Agent, Jct. Yards.
	C. Major, Chief Clerk M. R., Mr. A.	
	J. Giauque, Agent, Detroit.	
P. M. R. R. ....	J. S. Pyeatt.....	Supt.
	Simon Lally .....	Agent.
L. S. & M. S. R. R.....	T. W. Niles .....	Supt.
	J. W. McKinney.....	Agent.
	E. N. Hodges, Chief Clerk, J. W.	
	McKinney, Agent.	
D. T. & I. Ry.....	F. J. Hill.....	Agent.
G. T. R. R. ....	J. C. McFadzean.....	Agent.
U. T. A.....	G. E. Williams.....	Manager.
D. & T. S. L.....	Not Represented	



**J . R. I. B.**.....Paul P. Rainer....Chief Inspector.  
L. K. Tappan....District Inspector.

On motion duly supported, Mr. Geo. M. Burns was chosen Chairman.

Meeting called to order by Chairman Mr. Geo. M. Burns.

Mr. Burns stated that the object of the meeting was to arrange with Mr. Paul P. Rainer for the collection of a charge of twenty-five (25) cents per car for weighing on private scales, and two dollars (\$2.00) per car for weighing on railroad scales.

The Chairman called upon Mr. Paul P. Rainer in reference to this matter.

Mr. Paul P. Rainer submitted three forms of blanks to be used for the weighing of cars and the collection of the charges. It appeared that Mr. Rainer's conception of the matter was wrong, as he supposed that the weight slip was to be furnished for the weighing of each car. It was explained to him that the cars were weighed by the private concerns, the railroad having no knowledge of the weights.

It was moved and supported that a committee be appointed to discuss the form of blank to be used and to report at this meeting. The Chairman to appoint the Committee. The Chairman appointed the following Committee:

Paul P. Rainer, Chief Inspector, J. R. I. B.  
L. K. Tappan, Dist. Inspector, J. R. I. B.  
D. S. Sutherland, Div. Supt., M. C. R. R.  
J. W. McKinney, Agent, L. S. & M. S. R. R.  
J. J. Lee, Agent, Wabash Ry.

The Committee reported as follows:

That the arrangement for a charge of twenty-five cents (25) per car for weighing loaded and empty cars on private scales, and two dollars (\$2.00) per car on Company Scales be put into effect June 15, 1906.

Consecutively numbered blanks to be prepared by

the Weighing and Inspection Bureau, and placed in the hands of Foremen of Switching Crews. Stub, original and duplicate to be uniform and filled out simultaneously with carbon sheets. When signed by the Industry, and certified by the Foreman, the original copy to be sent to the Weighing and Inspection Bureau for collection, and the duplicate retained by the Railroad Company.

It was moved and supported that the report of the Committee be received and adopted.

Adjourned.

G. M. Burns,  
Chairman.

## DENVER DIVISION.

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**Proceedings of the Regular Monthly Meeting, held in Room 19, Union  
Depot, Denver, Colorado, 2 p. m., Friday, June 8th, 1906.**

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Meeting was called to order at 2 p. m., with Vice President  
E. Stenger presiding, owing to absence of President.

Following was the representation:

A. T. & S. F. Ry.....Not represented.  
C. B. & Q. Ry.....C. L. Eaton.....Superintendent.  
Colorado & Sou. Ry.....J. Munday.....Supt. Car Service.  
C. R. I. & P. Ry.....Not represented.  
Colorado & Wyoming Ry. Not represented.  
Colorado, Midland Ry... E. E. Hill (Proxy).  
D. & R. G. R. R.....Not represented.  
Missouri Pacific Ry. ....Not represented.  
Union Pacific R. R.....E. Stenger .....Superintendent.  
D. N-W. & P. Ry.....E. E. Hill (Proxy).

### Reading of the Minutes.

Chairman: The minutes of the last meeting having been

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published and distributed, if there are no objections, they will stand as published.

No objections. So ordered.

### **Reading of Correspondence.**

Chairman: Have we anything under this subject, Mr. Secretary?

Secretary: We have a letter of resignation from Mr. C. E. Carson, President of our Division of the Association. I will read it:

Denver, Colorado, June 5, 1906.

Mr. E. E. Hill, Sec'y & Treas.,  
Central Association of Railroad Officers,  
Denver.

Dear Sir: Having severed my connection with the Colorado & Southern Railway, it will be necessary for me to tender the association my resignation as President.

I will take this occasion to thank the members of the Denver Division for the honors they have conferred upon me and the very kindly treatment I have received at their hands. It is my hope that the association may continue to prosper, and that it may accomplish all the good for which it was organized. With many pleasant recollections of the meetings it has been my pleasure to have with the members of the association, I remain,

Sincerely yours,

(Signed) C. E. Carson.

Chairman: Gentlemen, you have heard the communication. What is your pleasure in the matter?

Mr. Eaton: I move the communication be received and placed on file, and that the resignation of Mr. Carson be accepted, however, I would move that a vote of thanks be extended to Mr. Carson for the interest he has taken in our associa-

tion, and that the Association regrets very much his resignation.

Mr. Munday: I second that motion.

Chairman: Gentlemen, the move made by Mr. Eaton has been seconded. All in favor of this motion please signify by saying aye, contrary, no.

Unanimously carried.

Mr. Eaton: Gentlemen, on account of Mr. Carson's resignation I think it is now in order to elect a President, and I therefore move the nomination of Mr. E. Stenger as President.

Mr. Munday: I move the nomination be closed, the rules be suspended and Mr. Stenger declared elected as President for the unexpired term.

Seconded and carried unanimously.

Chairman: Have we anything else to act upon today, Mr. Secretary?

Secretary: Owing to Mr. Stenger being elected President, it leaves the Vice Presidency vacant, therefore a Vice President should be voted on at this meeting.

Chairman: Gentlemen, nomination for Vice President will be in order.

Mr. Munday: I move that Mr. Eaton be nominated as Vice President.

Mr. Vallery: I second the motion.

Chairman: It has been moved and seconded that Mr. Eaton be elected Vice President. All in favor of this motion please signify by saying aye, contrary, no.

Unanimously carried.

Chairman: Owing to the lack of a full representation today, I would suggest that this meeting be adjourned at this time, until one week from today, Friday, June 15, 1906, in this room. There are many matters of importance which should have immediate attention, and which should not be acted

upon without a full representation. I would suggest that the Secretary be instructed to put out an urgent call to all members of this Division of the Association, and mention the topics for discussion at this postponed meeting. I feel that it devolves upon me to get some results from our monthly meetings, and I think with the aid of Mr. Eaton, Vice President, and with the aid of all the members of the Association, we can have interesting and effective meetings.

Mr. Eaton: I make the remarks of Mr. Stenger in the form of a motion.

Mr. Munday: I second the motion.

Chairman: You have heard the motion, gentlemen. All in favor signify by saying aye, contrary, no.

Unanimously carried.

E. E. HILL,  
Secretary.

E. STENGER,  
President.

## DENVER DIVISION.

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**Proceedings of the Postponed Regular Monthly Meeting, held  
in Room 19, Union Depot, Friday June 15th, 1906.**

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Meeting called to order at 2 p. m., with President E. Stenger in the chair.

Representation was as follows:

A. T. & S. F. Ry.....	C. H. Bristol.....	Superintendent.
C. B. & Q.....	C. F. Seymour.....	Trainmaster.
	John F. Vallery.....	General Agent.
Colorado & Sou. Ry.....	J. Munday.....	Supt. Car Service.
C. R. I. & P. Ry.....	A. T. Abbott.....	Superintendent.
	N. D. Ballantine..	Supt. Car Service.
Colorado Midland Ry....		Not represented.
D. & R. G. R. R.....	W. E. Miller..	Asst. Superintendent.
	H. F. Parke.....	Supt. Car Service.
Missouri Pacific Ry.....	A. H. Moll.....	Superintendent.
Union Pacific R. R.....	E. Stenger.....	Superintendent.
	W. C. McKeown.....	Asst. Supt.
Colorado & Wyoming Ry.	Geo. Van Brimer...	Superintendent.
D. N. W. & P. Ry.....		Not represented.

Visitors as follows:

J. W. Bacon, Chief Joint Inspector, Denver, Colorado; L. D. Roberts, Chief Joint Inspector, Pueblo, Colorado; Wm. Miller, Master Mechanic, D. & R. G. R. R., Denver, Colorado.

### **Reading of the Minutes.**

Minutes of the previous meeting were read by the Secretary, and approved as printed.

### **Subjects for Discussion.**

Chairman: The first question for discussion is, "The sealing of empty covered cars."

Mr. Bristol: Who introduced that subject? I believe the subject was introduced by yourself, and I believe there are several of us that would like to have you give us your ideas.

Chairman: Well, gentlemen, I did not intend to do much talking myself, but I will give you my views on this subject: At the present time, it is all that a conductor can do to take care of his train, that is, take care of the outside of his train, and get it over the road. If he has every car on the train sealed, he goes by the record of his waybills entirely, he does not care for the contents of the car. Now, it is customary to hold the conductor responsible for moving an empty for a load, or, a load for an empty. If empty cars were sealed it would result in keeping the car doors closed in trains. Another thing, it would make it far easier for the trainmen to keep the hoboos from riding the trains. At present, when the farmer unloads a car at a local station, he claims he is not interested in the car any more, and will not close the door; the agent claims it is not his duty to close the door, and the trainmen do not close the doors, therefore, the door is left open. For these reasons I thought it might be advisable for the



association to take the matter up and discuss it, and make such recommendations as they see fit.

Mr. Munday: That would necessitate billing every empty car, would it not?

Mr. Bristol: That would also necessitate some of the roads putting on car doors, would it not?

Chairman: We would be glad to hear from some one on the question of sealing empty covered cars.

Mr. Bristol: Mr. Chairman, I believe it would be a good idea to a certain extent. On the Santa Fe, we require trainmen to close all doors, and on covered cars under load, they are to be sealed, except cars loaded with cattle, however, being a joint man as I am, there are some rules that the other roads have which would prevent car doors being sealed, when cars are empty. Therefore I am not able to express myself properly in regard to the matter.

Chairman: Mr. Moll, would like to hear from you.

Mr. Moll: I do not think it would be practicable for us to seal doors on empty covered cars. We have a great deal of difficulty in getting doors on loaded covered cars sealed. We have a rule requiring doors on empty cars to be closed, and it would mean a great deal of extra work and expense to seal the doors on empty cars, and I cannot really see much benefit in sealing doors of empty covered cars.

Mr. Abbott: The feature of expense is one of the greatest objections on my part. The question of keeping the doors closed is very important, and we are very strict with our men in that respect, and we are getting more strict in regard to this matter every day. We are having very little trouble so far, as hauling a loaded car for an empty and an empty for a load, on the Rock Island.

Mr. Ballantine: It is a new idea to me. I want to ask a question. What was the object of sealing the doors of empty cars? From an operating standpoint, it would seem to me to be of no special advantage.

Chairman: The suggestion was raised principally from a desire to enforce the closing of car doors more thoroughly than we have been able to do in the past. We find more or less difficulty to get agents to close doors when they are made empty. Who closes the doors at a local station? Every one seems to think it is the other's duty to close the door. The question to decide is whether it is practicable or not. You know a train pulls much heavier when the doors are open, and the doors often drop off. I will say this much, the Union Pacific has enforced this rule so far as the refrigerators are concerned.

Mr. Ballantine: If you could not get the rule for closing car doors enforced, I do not see how you could enforce the rule of sealing them. I think the rule of closing car doors should be enforced, but I do not think we should go to the expense of sealing them.

Mr. Miller: I do not think the D. & R. G. would think favorable of it. We haven't been able to get the loads sealed yet.

Mr. Munday: We have been in the same fix as the D. & R. G. R. R.

Chairman: Could you express the opinion of the Burlington on this?

Mr. Vallery: From what experience I have had on the C. B. & Q., I believe our opinion of the matter agrees with the D. & R. G., we would feel well satisfied if we could have all our loads sealed. Again, it would cause considerable overtime and additional expense, and I am afraid it would not go on the Burlington.

Chairman: Any one else wish to make remarks on this subject?

No reply.

Chairman: Then I suppose it would be fair to say that it is the sense of this meeting that the question of sealing doors of empty covered cars be not recommended.

No objections raised to the statement made by the Chairman.

Chairman: The next subject we have on the list for discussion is the extra switching charge on explosives. The Secretary will read the resolution as it was originally introduced.

Secretary read the following:

Denver Local Freight Agents' Association.

Denver, Colorado, Sept. 30, 1905.

Mr. E. E. Hill, Secretary,  
Central Association of Railroad Officers,  
Denver.

Dear Sir: Pursuant to instructions given me at regular meeting of this Association held on the 27th, I enclose herewith file of papers concerning handling of explosives within City Limits of Denver by various transportation companies.

The object is to have the matter taken up through your Association with view of arranging for uniform handling on part of all concerned provided it is deemed advisable to make a charge for special service in removing cars containing shipments of this character beyond City Limits and in furnishing watchmen to look after. I attach a copy of the ordinance.

Yours truly,

(Signed) W. G. Glenn,  
Secretary.

#### **Compiled Ordinance of City of Denver.**

##### **892.—Not to Stand on the Streets.**

Sec. 892. No gunpowder or gun cotton shipped to or from the City of Denver shall be permitted or suffered to be or remain on any street, alley, highway, railroad track or car, or other place within said city, in a greater quantity than fifty pounds, except as herein otherwise provided, for a longer period than a reas-

onable time to load and unload the same, which time, however, shall not exceed twelve hours. Provided, however, the Mayor may, by permit in writing, extend said time not exceeding twenty-four hours.

Chairman: The question is now before the meeting open for discussion. Would like to have some one express themselves.

Mr. Bristol: Is this a Denver ordinance?

Secretary: Yes, sir, it is a Denver City ordinance.

Mr. Munday: My understanding was that the matter had been submitted to all the railroads by the Secretary of this Association.

Chairman: There has been no definite action taken so far as this Association is concerned.

Mr. Miller: I know our General Manager backed down the line asking for full information on the matter.

Mr. Munday: There is a new proposed car service rule, and that calls for a charge of \$5.00 for taking the car out and returning it. That proposition was submitted to the railroads in the association.

Chairman: I would suggest that the Secretary read the votes of some of the railroads.

Mr. Miller: I understand that it is a Denver proposition only.

Chairman: Would you expect this to be put in force at Pueblo, Mr. Munday?

Mr. Munday: Only at Denver.

Mr. Moll: Mr. Hill wrote me that the proposition was to cover all points covered by this Association.

Chairman: The Secretary will now read the replies from the different roads.

Secretary: Replies received as follows:

The Colorado Midland Railway Company.

Denver, Colorado, June 5, 1906.

Mr. E. E. Hill, Commissioner,  
Colorado Car Service Bureau,  
Denver.

Dear Sir: Referring to your letter March 19th, relative to making a charge of five dollars per day per car to cover the cost of extra switching, etc., on high explosives. This has been the subject of a good deal of discussion, and I understand the matter is now being taken up by the Central Association of Railroad Officers. We handle very little of this commodity. Leadville is about the only place which concerns us, and at that point powder is unloaded immediately upon its arrival,—therefore you can readily see that we have practically no interest in the matter.

Yours truly,  
(Signed) G. W. Vallery,  
General Manager.

The Chicago, Burlington & Quincy Ry. Company.  
Sterling, Colorado, February 4, 1906.

Mr. E. E. Hill, Commissioner,  
Colorado Car Service Bureau,  
Denver.

Dear Sir: I have your letter of the third instant, in regard to explosives, and if my vote will do you any good, please cast it in favor of the \$5.00 charge.

Yours truly,  
(Signed) D. F. McFarland.

The Atchison, Topeka & Santa Fe Railway Company.  
La Junta, March 5, 1906.

Mr. E. E. Hill,  
Colorado Car Service Bureau,  
Denver.

Dear Sir: This will acknowledge receipt of your letter of February 3d, in regard to Resolutions of the Colorado Car

Service Bureau covering the handling of explosives. I favor the rule and will vote in the affirmative. If we move the cars back and forth we should have some revenue for performing the service, and I do not think \$5.00 too much.

(Signed) R. J. Parker,  
General Superintendent.

The Colorado & Southern Railway Company.

Denver, February 23, 1906.

Mr. E. E. Hill, Commissioner,  
Colorado Car Service Bureau,  
Denver.

Dear Sir: Car Service on high explosives: ———

Referring to your letter of February 3d, in reference to Denver City Ordinance No. 892 relative to the holding on railroad tracks any cars containing a greater quantity than fifty pounds of explosives for a longer period than twelve hours, etc. I see no impropriety in making a car service rule of \$5.00 per day in accordance with resolution adopted by the Superintendents' Association and will have Superintendent Carson instructed to vote for its adoption.

Yours truly,  
(Signed) J. H. Young.  
General Superintendent.

The Chicago, Burlington & Quincy Railway Company.

On line, March 22, 1906.

Mr. E. E. Hill, Commissioner,  
Colorado Car Service Bureau,  
Denver.

Dear Sir: I am in receipt of your letter of the 19th, in regard to resolution requesting that car service rules covering explosive shipments be changed to \$5.00 per day per car in order to cover the cost of extra switching, on account of the Denver City Ordinance No. 892. So far as I am concerned.

I am very much in favor of this charge, being assessed in all cases.

Yours truly,  
(Signed) C. L. Eaton,  
Superintendent.

Mr. Ballantine: Is not this a question for the Traffic Department? It should not be connected with the car service, as it is a switching matter.

Chairman: We have three Car Service Superintendents with us today, Mr. Parke, how has this been handled heretofore?

Mr. Parke: We have only had two cases that I know of. We charged \$5.00 for moving the car, and made a charge for the watchman.

Mr. Bristol: As far as the Santa Fe is concerned, it is an operating charge. The Car Service has nothing to do with switching. It is an operating charge, and I think the Operating Department ought to handle the matter.

Mr. Munday: It is a question as to what the charge will be.

Mr. Miller: If my memory serves me right, this matter is in the following shape. The matter was put before Mr. Hill as to make it a Car Service Association matter, and he would take it up with the several roads, with the view of having the rule injected into car service rules, and acting along those lines. Mr. Hill took the matter up with the various railroads to get their approval, through the Operating Department. I do not believe anyone here representing the D. & R. G. would want to vote on the matter. Mr. Hill placed the matter before our Manager. I think he was also performing the duties of General Superintendent. The letter came from the General Manager down to us and wanted to know who was at the meeting, and who represented the D. & R. G. R. R., and what there was in the proposition. It seems every one has answered except the Rock Island and the D. & R. G. R. R. and I think the

matter should rest until we hear from those roads, and then the Association is on record to accept the ruling of the higher officials. I would not care to give an expression of the matter at all, while the matter is in the hands of higher officials. I think there is some delay on the D. & R. G. R. R., on account of being without a General Superintendent.

Mr. Bristol: I think we ought to object right on the start that it is a car service proposition. It is a switching charge. If we turn it over to the Car Service Association, we will never get our money for it. I say it should be added on the billing, and compel the man to pay the money.

Mr. Vallery: As I understand it, a car cannot remain in the yards over twenty four hours, therefore it must be switched outside of the city limits. The Operating Department should assume the responsibility for putting on that charge. I also understand that the majority at this meeting is supposed to govern, and why not take a vote on the proposition here today. It is an operating proposition.

Mr. Parke: This is a Traffic Department proposition, and there is no doubt but what the D. & R. G. R. R. will join, but a tariff has to be issued by the Traffic Department. It is not a Car Service proposition at all.

Mr. Miller: I move that the representative of each line here, take the matter up with their respective lines, with a view of having their final vote, and adjust the matter at the next regular meeting, and I think Mr. Parke could simply lay the matter before our Traffic Department and have the vote here by the next meeting, and the same with the other lines here.

Mr. Bristol: I do not believe there is any use in delaying the matter thirty days, and if the D. & R. G. R. R. people haven't had time to look into it by this time I don't believe we should hold the matter open for them. I would like to change that motion, and, vote on it today.

Chairman: It has been moved and seconded that the Asso-



ciation recommends a \$5.00 switching charge for moving car loads of high explosives outside of the City limits of the City of Denver, in accordance with the ordinance governing the same, and returning the car the following day, this to be made effective July 1, 1906. You have all heard the motion, gentlemen. You understand that this Association cannot collect that \$5.00, so we cannot do any more than recommend to the General Managers, and they will then have the decision of this Association for their action.

Chairman: You have all heard the motion, gentlemen. The Secretary will now call the roll.

Unanimously carried.

Chairman: The next question is interchange of cars with defective seal and door fastenings.

Chairman: Owing to the absence of the regular Secretary, Mr. E. E. Hill, the chair has not been properly advised as to the status of this question. If any of the members present remember the status of the case or has anything to say, would be pleased to hear from them.

Mr. Miller: I would ask that the question be passed over until after the report of the Committee on Interchange Rules.

Chairman: Mr. Miller has moved that the question of Interchange of cars with defective seal and door fastenings be passed over until after the report of the Committee on Interchange Rules.

Mr. Munday: I second that motion.

Chairman: You have all heard the motion which has been seconded. All in favor say aye, contrary, no.

Unanimously carried.

Chairman: The next question is, "Should the delivering or receiving line pay for transfer of a through consignment when the delivering line objects, for reasons of its own to its equipment going through." The chair is not properly

advised as to the status of this case, but there is no reason why the meeting cannot discuss the question.

Mr. Miller: I would like to pass it over until after the report of the committee on Interchange Rules, and I make it in the form of a motion.

Mr. Munday: I second the motion.

Chairman: It has been moved and seconded that this subject be tabled until after the report of the committee on Interchange Rules. The Secretary will call the roll.

Chairman: The motion is lost.

Mr. Miller: I then make a motion that the chairman appoint a committee, who is conversant with the subject, and that the chairman take the matter up with the Car Service Agents of the several roads, and be prepared to report intelligently at the next regular meeting, and that the Chairman of this meeting act as Chairman of the committee on this matter.

Mr. Munday: I second the motion.

Chairman: You have heard the motion which has been duly seconded.

Mr. Bristol: I don't think, as far as the Santa Fe is concerned, that the Car Service Agent will have anything to do with it in the least.

Chairman: Any further remarks on the question?

Chairman: Secretary will call the roll.

Chairman: The motion is carried.

Chairman: We will make Mr. Miller and Mr. Bristol members of the committee.

Chairman: The next subject before the meeting is Committee to report on Safety Appliance Act. Mr. Eaton is President of this Committee, and owing to the fact that he

is not present, if there are no objections, we will pass that over until the next regular meeting.

No objections. So ordered.

**Chairman:** The next subject is Committee to report on Joint Car Inspection, Mr. Miller, Chairman of that Committee.

**Mr. Miller:** Mr. Chairman, and gentlemen of the Association, this is a pretty deep subject, and Mr. Stenger and Mr. Bristol are associates on this committee. The committee, with our previous President, has been hammering almost continually on this. The committee was appointed about six or eight months ago, and we have succeeded in accomplishing nothing, so far as the scope of the Association is concerned. We found the proposition top heavy. We found the Association without any authority, except to recommend, the same as we have discussed in the case of the high explosives this afternoon. The matter dragged along, until the General Car Foreman of the Pueblo roads came to me and asked for some help in formulating new rules for Pueblo. I became interested in the matter. We called the representatives of the Transportation Departments of the several roads in my office on a certain date, and there we drew up, or rather appointed a committee to draw up and formulate working rules that we thought would be all right for Pueblo. As chairman of the Committee, I put these out to the several representatives, and it has met with the approval and endorsement of every one except one, and I believe that road is in line, but they have not as yet made report on the matter. We tried to draw up something that would apply to Denver as well, and as soon as we hear from one road the rules will be put in effect at Pueblo. I would like to submit them to the Association, and if they meet with the approval of the Association, I suggest we put them in locally, as soon as we get the authority at Denver. The interchange is handled by the Mechanical Department. The executive committee is made up of Superintendents of Motive Power of the several roads concerned at Pueblo. We haven't but one operating man that is interested on that in Pueblo, and that is

Mr. Van Brimer. We submitted a copy of our working rules to the Superintendents of Motive Power, and I would like to submit those rules, a copy of which I have, to this Association.

Mr. Miller read as follows:

### **Agreement**

Between Railroad Companies at Pueblo, Colorado.

For the purpose of better facilitating and bringing about further uniformity of instructions and laws regulating the interchange of cars between the railroad companies at Pueblo and such other outside points as may be eventually agreed upon, we, the undersigned executive committee, hereby authorize the formation of a local working committee representing the mechanical and transportation departments of the several roads concerned at Pueblo, giving them authority in the enforcement of this agreement, restricted by the federal laws, Master Car Builders' rules, and the executive committee, it being understood that this agreement is in lieu of the Pueblo interchange agreement effective October 26, 1901.

1. That a Chief Joint Inspector shall be appointed by the local working committee, whose duty shall be to see that all cars received or delivered between any of the subscribers to this agreement shall be carefully and impartially inspected and the decision of the Chief Joint Inspector shall be final except as hereinafter provided.

2. Cars shall be inspected and claims made in accordance with the M. C. B. rules of interchange except that all equipment foreign to the subscriber hereto may be run on record unless defects exist, which the delivering lines are responsible, that rep

repairing to make car safe for trainmen, lading, etc., when delivering lines defect card shall issue.

3. Questions as to the liability for repairs or the fitness of a car for service shall be decided by the Chief Joint Inspector, subject to the following article.

4. Any subscriber to this agreement may appeal from the decision of the Chief Joint Inspector to the local working committee, whose decision shall be final, except a further appeal may be made to the executive committee.

5. No cars shall be offered in interchange nor accepted bearing any penalty safety appliance defect.

6. All loaded cars will be interchanged at Pueblo which are exempt from penalty safety appliance defects in accordance with the Central Association of Superintendents' agreement, which agreement provides that cars must be safe to handle from the interchange, it being the intention of each subscriber hereto to repair its own system cars, and all such foreign cars as it may offer in interchange, the Chief Joint Inspector to be the judge as to whether or not the cars are in condition to be moved, subject to appeal as provided in article 4.

7. Should additional damage accrue to said car while in possession of the receiving line, the Chief Joint Inspector shall place the responsibility and he may require that the receiving line repair the additional damage, except when in his judgment this additional damage was contributed to by reason of the defective condition of the car on its original movement.

8. All system cars will be received home in any condition, provided they are properly carded, when delivering lines defects exist, except that all penalty safety appliance defects must be repaired by the delivering line before car is offered in interchange.

9. All switch cars, except cars having penalty

safety appliance defects, will be accepted if safe to go to point of loading or unloading, the Chief Joint Inspector to be the judge, said cars to be returned in same general condition.

10. No cars shall be offered in interchange upon which the draft gear is in such condition as to suggest the probability of loss of coupler or other damage incident thereto. But in case such car reaches the transfer it shall be treated in the same manner as a car having a penalty safety appliance defect.

11. A twin load shall be secured by a switch chain, or chains between the cars, chains to be furnished and the chaining to be done by the delivering line.

12. Cars with contents leaking shall be accepted and marked to receiving lines' house to be checked.

13. Switch chain settlements shall be made monthly, either by return of an equal number of chains, of the same dimensions, or by the issuance of the receiving lines' defect card as per the statement of credit balance of chains as rendered by the Chief Joint Inspector.

14. The Chief Joint Inspector shall be governed by any special rule or interpretation of the M. C. B. rules issued by any of the subscribers hereto, except that such rule or interpretation of rules, shall be promulgated by the chairman of the local working committee and shall not become effective until ten days after date.

15. All expenses of joint inspection shall be paid by the several subscribers hereto on a car basis prorated on the number of cars inspected for each line.

16. The Chief Joint Inspector shall have full charge of the inspection of all interchange cars at this point; he shall have full charge of his force, with power to hire and discharge; with the chairman of

the executive committee, he shall regulate the number of clerks and inspectors and their salaries.

17. The Chief Joint Inspector shall keep a correct and accurate record of all his expenses and he will render monthly statements to each of the subscribers hereto covering incidental expenses and the wages of his clerks and inspectors, together with the number of cars handled, and the percent of expense chargeable to each line.

18. He shall keep a correct and accurate record of the physical condition of all cars offered in interchange.

19. The books, records and correspondence of the Chief Joint Inspector shall be open to inspection by any subscriber hereto.

20. Any Company wishing to withdraw from this agreement must give, in writing, sixty days' notice to each subscriber hereto.

21. This agreement entered into this — day of — 1906, shall supersede all agreements in effect on this date.

Chairman: You have heard the paper, gentlemen. What disposition should be made of this matter? Mr. Miller has presented this matter in such shape that the Association can take hold of it, and do something with it. It now awaits the pleasure of the meeting, as to what disposition should be made of it. I would suggest that Mr. Miller's report be adopted, and the Committee be asked to proceed in the same manner at Denver as they did at Pueblo, getting the approval of the Superintendents of Motive Power of the different roads running into Denver.

Mr. Vallery: I make a motion that the report of that committee be adopted and a committee be appointed to take similar action in Denver.

Mr. Miller: If you desire that I go ahead with this proposition, as long as I have started with it, and, apply it to

Pueblo, if the Association will write me a letter accepting this report, and, as a Superintendents' Association, delegate me as chairman of the Pueblo committee, to promulgate the same rules here, it would give me that foundation to work on with the other roads, and I would simply proceed with the matter.

Mr. Munday: I make a move that the Association do as suggested by Mr. Miller

Mr. Moll: I second the motion.

Chairman: The motion has been seconded. The Secretary will call the roll.

Chairman: Carried unanimously.

Chairman: The next question before the meeting is that of "Grain Doors."

Mr. Abbott: I move that the committee on grain doors be relieved, and a new one appointed.

Mr. Bristol: I second that motion.

Chairman: You have heard the motion, gentlemen. All in favor please signify by saying aye, contrary, no.

Unanimously carried.

### **Reading of Correspondence.**

Secretary reported nothing under this heading.

### **New Business.**

Chairman: The question of admitting General Agents as members of the Association. This question was brought up at the last meeting of the Association a week ago, and on account of the small representation, it was considered better to leave it lay over until this meeting.

Mr. Munday: I make a motion that the General Agents



of the different railroad companies members of this Association, be admitted to membership of this Association.

Mr. Abbott: I second that motion.

Chairman: Gentlemen, it has been moved and seconded that the General Agents of the Railroad Companies represented in the Association be admitted to membership. The Secretary will call the roll to take votes.

Unanimously carried.

Chairman: If there is nothing else on the schedule for this meeting, motion for adjournment will be in order.

Adjourned.

E. E. HILL,  
Secretary.

E. STENGER.  
President.

B. & M. R. R.	Not represented.
C. & N. W.	Not represented.
C. B. & Q. R. R.	Not represented.
C. St. P. M. & O. Ry.	Not represented.
C. G. W. Ry.	Not represented.
C. R. I. & P. Ry.	C. L. Brown.....Superintendent.
	D. Burleigh .....Train Master.
C. M. & St. P. Ry.	J. H. Foster.....Superintendent.
I. C. R. R.	Not represented.
Mo. Pacific Ry.	J. Russell .....Supt.
Union Pacific R. R.	W. R. Cahill .....Asst. Supt.
Union Stock Yards Co.	J. H. Brady.....Superintendent.
Wabash R. R.	Richard Doyle .....Supt.

Letters were received from Messrs. E. Bignell and F. E. Nicoles, explaining their inability to be present.

Mr. Doyle: I take it that all the members have received copies of the minutes of our last meeting. If no objection, they will stand approved as printed and distributed.

### **Reading Communications.**

The Secretary presented communications from Mr. C. J. Wilson, Supt., C. R-I. & P. Ry., Estherville, Ia., resigning his membership in the Omaha Division for the reason he had been transferred to another territory. Resignation duly accepted, and upon motion, Mr. C. L. Brown, his successor at Fairbury, was elected a member in his place.

Letter was read from General Secretary Fetter, dated June 5, 1906, in which was requested copies of any resolutions in force in this territory. Secretary was instructed to comply with his wishes.

The following letter was read and Secretary given instructions to have it incorporated in these minutes:

Cincinnati, Ohio, June 5, 1906.

To All Secretaries: At the meeting of the Central Association of Railroad Officers, held at St. Louis on May 28th and 29th, the following notice was given looking to change in Constitution and By-Laws at the next annual meeting:

**Moved,** That our Constitution and By-Laws be amended to read: "The Executive Committee shall be composed of five members, instead of eleven as at present, and that they be elected annually."

Please present this to your Division at its next regular meeting so that they may be advised of the anticipated change.

Yours very truly,

(Signed) O. G. Fetter,

General Secretary.

Secretary read the following self-explanatory letter from Mr. Fetter, and was directed to include it in these proceedings for the information of members of the Omaha Division:

B. & M. R. R.	Not represented.
C. & N. W.	Not represented.
C. B. & Q. R. R.	Not represented.
C. St. P. M. & O. Ry.	Not represented.
C. G. W. Ry.	Not represented.
C. R. I. & P. Ry.	C. L. Brown.....Superintendent.
	D. Burleigh .....Train Master.
C. M. & St. P. Ry.	J. H. Foster.....Superintendent.
I. C. R. R.	Not represented.
Mo. Pacific Ry.	J. Russell .....Supt.
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Yours very truly,

(Signed) O. G. Fetter,

General Secretary.

Secretary read the following self-explanatory letter from Mr. Fetter, and was directed to include it in these proceedings for the information of members of the Omaha Division:

Cincinnati, Ohio, June 5, 1906.

To All Secretaries: Notice of change in Constitution and By-Laws was given at the meeting of the Central Association of Railroad Officers, held at St. Louis on May 28th and 29th, changing them to read that the salary of the General Secretary shall be Fifty Dollars per month in place of Twenty-five Dollars as heretofore. Please place this matter before your Division that all may be advised as to the anticipated change.

Yours very truly,

(Signed) O. G. Fetter,

General Secretary.

Secretary read letter from Mr. Richard Doyle enclosing copy of Mr. J. H. Brady's letter to J. M. Longstreet, Agent, I. C. R. R., South Omaha, with reference to late loading of packing house products at Armour's plant, South Omaha, June 8, 1906, cars having been loaded at 8:04 p. m. and delivered to the I. C. R. R. at 8:45 p. m.

Secretary was instructed to take up the matter with Mr. F. M. Jones, Supt., I. C. R. R., and ascertain if the cars in question were taken out by his company. In connection with this subject, Mr. Brady was kindly requested to see that, hereafter, the Superintendent of the line transgressing be furnished with information similar to that given the Local Agent.

Secretary read letter from Mr. Richard Doyle enclosing copy of document addressed to the traffic representatives of the various packing houses at South Omaha, which correspondence was ordered printed in our records. Mr. Brady's action in thus notifying the packers it was believed would have a tendency to line the packers up.

The Wabash Railroad Co.

Moberly, Mo., June 10, 1906. 676

Mr. J. R. Dewar, Secretary,  
Central Association of Railroad Officers,  
Omaha.

Dear Sir: Please note the attached letter from Superinten-

dent Brady in regard to packers loading beyond the limit in order to deliver cars prior to 8:00 p. m. Please present this letter at our next meeting.

Yours truly,  
(Signed) Richard Doyle,  
Superintendent.

Union Stock Yards Company of Omaha.  
South Omaha, June 5, 1906.

Mr. C. C. Ryan,  
Mr. J. A. McNaughton,  
Mr. J. A. Shoemaker,  
Mr. E. E. Benjamin,  
South Omaha.

Dear Sir: I have noticed recently that your company has loaded beyond the time that we should have the meat in order to deliver it prior to 8:00 p. m. Fortunately we have made the deliveries on time. I take the liberty of mentioning the matter as, since the Superintendent's meeting in Omaha, last Fall, at which this subject was discussed thoroughly, there has been little cause for complaint either against the packers or the Stock Yards Company, and it will be unfortunate should we drop back into the old rut. Please exert your influence to prevent, as far as possible, late loading.

Yours truly,  
(Signed) J. H. Brady,  
Superintendent.

Secretary read the correspondence copied below with relation to the objects of the Terminal Association of Council Bluffs, etc., and particularly to the question of delays and unnecessary handling of cars amongst the various roads at that point, the intention being that each Superintendent will look into this matter thoroughly and be prepared to report on it at our next session.

The Wabash Railroad Co.

Moberly, Mo., June 7, 1906.

File 1893.

Mr. J. R. Dewar, Secretary,  
Central Association of Railroad Officers,  
Omaha.

Dear Sir: Please note the attached letter from H. H. Wheeler of the Council Bluffs Terminal Association. Will you kindly place this with the new business for our next meeting.

Yours truly,  
(Signed) Richard Doyle,  
Superintendent—

Union Pacific Railroad Co.

Council Bluffs, Ia., June 3, 1906.

Mr. Richard Doyle, President,  
Superintendent's Association,  
Moberly, Mo.

Dear Sir: In connection with the attached letter, I think it proper to explain the objects of the Terminal Association and of whom composed.

The object is to facilitate the handling of interchange business of all lines having terminals in Council Bluffs. The Association is composed of Trainmasters, Yardmasters, Agents, Car Foremen, and in fact all officials and employees of all roads who can in any manner help in the matter of prompt handling of the business and who see fit to attend our meetings, which are held the third Tuesday of each month.

Yours truly,  
(Signed) H. H. Wheeler,  
Yardmaster.



Illinois Central Railroad Co.

Council Bluffs, Ia., June 1, 1906.

Mr. Richard Doyle, President,  
Superintendent's Association,  
Moberly, Mo.

Dear Sir: At a meeting of the Council Bluffs Terminal Association, held in this city May 15, 1906, the question relative to delays and apparent unnecessary handling of cars between various lines at this Terminal was discussed at considerable length. As result of discussion, a motion was placed before the meeting by C. A. Menefee, Trainmaster, I. C. R. R., with view to applying a remedy, as follows:

**Motion:** Each respective line furnish car man or inspector to accompany each delivery to transfer for purpose of making light repairs, more especially to safety appliances. Receiving line to have man on ground to make joint inspection with delivering line.

Matter was further discussed after which motion amended as follows:

**Amendment:** That request be made upon President of Superintendent's Association to place matter before that body for discussion and action.

Motion unanimously carried.

Matter is, therefore, submitted to you for handling as per above. Will you kindly place before your Association at its next stated meeting and give matter due consideration in behalf of the Council Bluffs Terminal Association.

We hope by arrangement as outlined in motion to obtain much better results with regard to handling interchange business between our respective lines at this point—if not entirely wipe out this unnecessary delay and handling.

Kindly advise decision rendered by Superintendent's Association. Considering the many disadvantages we have to contend with, and the dissatisfaction arising therefrom, some

to pay their proportion of the expenses of the Association, but, for some unknown reason, do not lend their aid or presence in its affairs to the extent they should. It is to be hoped that at next meeting there will be a full representation of all lines.

There being no further business to come before the meeting, it adjourned until Wednesday, 2:00 p. m., July 18, 1906.



J. B. DEWAR,

Secretary.





**Central Association**  
... of ...  
**Railroad Officers**  
**Proceedings.**

 July. 

<b>Cincinnati Division.</b>	<b>Peoria Division.</b>
<b>Indianapolis Division.</b>	<b>St. Louis Division.</b>
<b>Columbus Division.</b>	<b>Kansas City Division.</b>
<b>Toledo Division.</b>	<b>Louisville Division.</b>
<b>Denver Division.</b>	<b>Detroit Division.</b>
<b>Omaha Division.</b>	



**1906.**  
**C. J. Krehbiel & Co., Printers,**  
**Cincinnati, O.**

CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

JULY.

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748	PEORIA DIVISION . . . . .	No Meeting.
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1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI.

# DIRECTORY

Officers of the Central Association of Railroad Officers and Its Various Divisions

## CENTRAL ASSOCIATION.

H. M. WAITE.....President.  
J. W. MULHERN.....1st Vice-President.  
F. S. RAWLINS.....2d Vice-President.  
O. G. FETTER.....General Secretary-Treasurer.

## EXECUTIVE COMMITTEE.

M. D. SCHAFF (Peoria Div.) J. H. FOSTER (Omaha Div.)  
J. E. MERION (Indianapolis Div.) W. B. WOOD (Columbus Div.)  
E. RYDER (St. Louis Div.) D. S. SUTHERLAND (Detroit Div.)  
OTTO SCHROLL (Toledo Div.) F. S. RAWLINS (Kansas City Div.)  
BRENT ARNOLD (Cincinnati Div.) E. STENGER (Denver Div.)  
B. C. MILNER (Louisville Div.)

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J. E. MERION.....	"	Indianapolis "
W. G. BAYLEY.....	"	Columbus "
R. S. QUIGLEY.....	"	Toledo "
M. D. SCHAFF.....	"	Peoria "
E. RYDER.....	"	St. Louis "
J. P. CUMMINGS.....	"	Kansas City "
B. W. TAYLOR.....	"	Louisville "
G. M. BURNS.....	"	Detroit "
E. STENGER.....	"	Denver "
R. DOYLE.....	"	Omaha "
E. P. GOODWIN.....	Vice-President.....	Cincinnati Division
M. P. DENISTON.....	"	Indianapolis "
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E. F. KEARNEY.....	"	St. Louis "
R. DOYLE.....	"	Kansas City "
B. C. MILNER.....	"	Louisville "
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C. J. WILSON.....	"	Omaha "
O. G. FETTER.....	Secretary.....	Cincinnati Division
G. B. STAATS.....	"	Indianapolis "
J. D. BERRY.....	"	Columbus "
JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "
O. G. FETTER.....	Treasurer.....	Cincinnati Division
G. B. STAATS.....	"	Indianapolis "
J. D. BERRY.....	"	Columbus "
JOS. DAHM, JR.....	"	Toledo "
A. J. ELLIOTT.....	"	Peoria "
JULIUS ROTHSCHILD.....	"	St. Louis "
B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "

**CINCINNATI DIVISION.**

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**A special meeting of the Central Association of Railroad Officers,  
Cincinnati Division, was held in Room 10, Carew Building,  
July 5th, 1906.**

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The representation was as follows:

B. & O. S-W. R. R.....Not represented.  
C. C. C. & St. L. Ry.....Not represented.  
C. H. & D. Ry.....T. A. Sweeney.....Superintendent.  
C. & O. Ry.....E. P. Goodwin.....Superintendent.  
Cincinnati Nor. ....Not represented.  
N. & W. R. R.....L. V. Finkle.....Gen. Agt.  
C. & M. V. Ry.....Not represented.  
C. N. O. & T. P. Ry.....C. E. Riekey.....Superintendent.  
C. N. O. & T. P. Ry.....J. H. Murphy.....M. M.  
L. & N. R. R.....Brent Arnold .....Superintendent.  
P. C. C. & St. L. Ry.....R. C. Barnard.....Superintendent.  
P. C. C. & St. L. Ry.....P. T. Dunn.....Gen. Foreman.



### **Receiving Cars Without Air Brake Equipment.**

It was explained that the meeting was called account of the P. C. C. & St. L. Ry. Co. issuing an order, effective July 1st, that they will not receive from connecting lines any cars not equipped with air brakes. This circular conflicts with the local arrangement in force at Cincinnati, known as the Twenty Century Interchange Rules. After a discussion it was moved, seconded and carried, "That paragraph (e) of Rule 3, reading 'non-air cars,' be eliminated from the local interchange rules; effective July 15, 1906.

No further business appearing the meeting adjourned.

E. P. GOODWIN,  
Vice-President.

O. G. FETTER,  
Secretary.

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### **EXECUTIVE COMMITTEE.**

The Executive Committee of the Central Association of Railroad Officers, met at the office of the General Secretary, Room 10, Carew Building, Cincinnati, Ohio, July 17th, at 11:30 a. m., and transacted the following business pertaining to holding the Annual Meeting of the Central Association of Railroad Officers for the year 1907.

The representation was as follows:

Cincinnati Division.....Brent Arnold, Supt. L. & N. R. R.  
Indianapolis Division.....J. E. Merion, Aud. I. U. Ry. Co.  
Toledo Division.....(1) Otto Schroll, Supt. P.C.C.&St.L.Ry.  
Peoria Division.....M. D. Schaff, Supt. C.C.C.&St.L.Ry.  
St. Louis Division...(2) E. Ryder, Supt. C. & A. Ry.

**C**olumbus Division... (3) W. B. Wood, Supt. C. A. & C. Ry.

**K**ansas City Division....Not represented.

**L**ouisville Division.....Not represented.

**D**etroit Division.....Not represented.

**O**maha Division.....Not represented.

**D**enver Division.....Not represented.

(1) Represented by R. C. Barnard.

(2) Represented by M. D. Schaff.

(3) Represented by A. B. Jones.

The General Secretary read a telegram from the President stating his inability to attend the meeting, whereupon Mr. R. C. Barnard was elected and presided as Chairman.

#### **Place of Holding the Annual Meeting.**

After a short discussion as to the most advantageous place for holding the Annual Meeting, it was moved, seconded and carried, "That the Annual Meeting of 1907 be held at Detroit, Michigan."

#### **Time of Holding the Annual Meeting.**

It was moved, seconded and carried, "That the Annual Meeting be held August 15, 16 and 17, 1907."

#### **Outlining the Work of the Committees.**

The General Secretary stated that President Waite requested, in his telegram, that the Executive Committee take up the matter of outlining the work for each Committee so that the same could be followed up by letter. After a short discussion it was moved, seconded and carried, "That the mat-

ter of outlining the work of the Committees be left entirely in the hands of the President."

**Appointment of a Committee to Make Arrangements for the  
Annual Meeting and Entertainments.**

The General Secretary was instructed to take up with the Detroit Division and request that that Division make all the arrangements for holding the Annual Meetings and outings.

**ADJOURNMENT.**

No further business appearing, the meeting adjourned.

R. C. BARNARD,  
Chairman pro tem.

O. G. FETTER,  
General Secretary.

**INDIANAPOLIS DIVISION.**

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Indianapolis, Indiana, July 13, 1906.

Mr. O. G. Fetter,  
General Secretary.

There was no meeting held for month of July, on account  
of June meeting adjourning until October.

G. B. STAATS,  
Secretary.

**COLUMBUS DIVISION.**

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No meeting.

**TOLEDO DIVISION.**

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No meeting.

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**COLUMBUS DIVISION.**

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**No meeting.**

**TOLEDO DIVISION.**

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No meeting.



Missouri Pacific .....E. F. Kearney....Supt. **Terminals.**  
M. & O. R. R.....Not Represented.  
St. L. & S. F. R. R.....Not Represented.  
St. L. & B. E.....Not Represented.  
St. L. & S. W.....Not represented  
Southern Ry. . . . .Not represented.  
St. L. K. C. & C. R. R.. Not Represented.  
St. L. T. & E. Ry..... Not represented.  
St. L. Transfer Co.....Not Represented.  
St. L. Nat'l Stk. Yds....J. H. Hohl.....Supt. **Terminals.**  
T. St. L. & W. R. R.... Not represented.  
T. R. R. A.....J. J. Coakley .....Superintendent.  
W. T. Aylesbury...Car Accountant.  
A. S. Johnson.....Agent.  
Vandalia R. R.....John Fitzpatrick .....Agent.  
Wabash R. R..... Not represented.  
Wiggins Ferry Co. ....Geo. Hannauer .....Superintendent.  
Central Association .....Chas. Waughop....Chf. Int. Insp.

Chairman: Have we a quorum?

Secretary: Yes, sir.

Chairman: Unless there is some objection we will consider the minutes of the previous meeting approved as printed.

#### **Unfinished Business.**

#### **Grain Doors.**

Secretary: We have not yet heard from the Local Freight Agents' Association on this matter. In this connection it

might be opportune to present the following set of rules formulated by the St. Louis Traffic Bureau of the Merchants' Exchange, and submitted by Mr. Geo. Hannauer, which they are endeavoring to have adopted in these terminals. In submitting these rules Mr. Hannauer says, "If the grain door question is to be handled by the Traffic Department, it should be eliminated from our docket. I suggest this matter be brought to the attention of the Association."

St. Louis Traffic Bureau of the Merchants' Exchange.

June 28, 1906.

### **Supervision of Scales by Merchants Exchange.**

Subject carried over until next meeting.

Rate Circular No. 4.

### **JOINT RULES AND REGULATIONS**

**Governing the Method of Making Settlement for Grain Doors  
Furnished by Elevators Operating in St. Louis and  
E. St. Louis.**

**To All Grain Shippers and Those Interested:**

**1st:** Upon unloading cars, elevators will leave all but one door intact, throwing back into the car the door which is removed for the purpose of unloading the car; the railroads to collect the grain doors from the cars.

**2d:** For loading of grain where the cars are ordered by the elevator or through the line upon which the elevator is located from connecting carriers, such cars as are furnished by connecting carriers will be accepted only when all grain doors are furnished and fully equipped for handling of grain.

**3d:** In loading grain, where cars are furnished by the road upon which the elevator is located, such elevator will supply grain doors only to such cars as are so furnished.

**4th:** All grain doors furnished by the elevator will be

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• PEORIA DIVISION.

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No meeting.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, July 13th, 1906.**

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The meeting was called to order at 10:25 a. m. with President Ryder in the Chair.

The representation was as follows:

B- **S. & O. S-W**.....J. B. Carothers.....Superintendent.  
J. B. Grice.....Frt. Agent.  
C- **B. & Q.**.....J. A. Somerville...Supt. Terminals.  
C- **S. & E. I. R. R.**.....Not Represented.  
C- **S. & A. R. R.** .....E. Ryder .....Supt.  
W. Pratt .....Agent.  
C- **C. C. & St. L. Ry**.....Not Represented.  
C- **P. & St. L. Ry**.....Not Represented.  
**Illinois Central R. R.**.....Not represented.  
**Int. Car Transfer Co.**....Geo. Hannauer ....Superintendent.  
**L. & N. R. R.**.....Not represented.  
**M. K. & T. Ry**.....J. A. Somnerville...Supt Terminals.

Chairman: You have heard the communication. What is your pleasure?

Mr. Aylesbury: The only thing to do is for Superintendents to notify Agents and Yardmasters, or whoever has charge of carding of cars, to live up to the rules as promulgated by this Association.

Mr. Hannauer: I, of course, consider this a very important matter and a discussion on it will probably do some good; I don't know though if any more resolutions will do any good. It is plain that rules that are made here are not lived up to, unless the Superintendents keep right after them. I have lately been taking up individual cases of this kind with the different lines and I do not believe that I have seen any of these cards properly made out on any car furnished on order. When they do put them on they are only partially filled out, and hence the desired purpose is not accomplished.

Mr. Coakley concurred in Mr. Hannauer's remarks and expressed the opinion that rules promulgated by this Association should be strictly complied with and suggested that Mr. Kearney be heard from on this subject.

Mr. Kearney: I did not want to discuss this matter, but apparently I am forced to. I do not know of any line in St. Louis or East St. Louis that receives as many foreign cars as we do, and I do not remember receiving a single solitary complaint about failure to card cars for industries, and if this rule has been violated to any great extent it seems to me there ought to be some complaint made. I do not say that there have been no failure in this respect; there may have been some, but I do not remember receiving a single complaint. I concur with Messrs. Hannauer and Coakley that when we pass rules here we ought to live up to them.

Chairman: I would suggest that we have the Secretaries take up with all the lines and call attention to the fact that there are violations of the rule and ask that they be corrected and at the same time request that they take the matter up with the Superintendents of the lines on which the violation

occur and if there is no improvement to call the attention of this Association to specific cases.

So ordered.

**Report of Committee on Manner of Placing Embargoes in These Terminals.**

Upon request of Mr. Kearney, Chairman, the Committee was granted further time.

**Report of Executive Committee, Interchange Car Inspection.**

Secretary reads:

St. Louis, Mo., June 28, 1906.

Mr. E. Ryder, President,  
Central Association of Railroad Officers,  
St. Louis, Mo.

Dear Sir: The Executive Committee, Interchange Car Inspection, met this day in private dining room of Restaurant, Union Station, the following members being present:

Messrs. E. W. Moore, P. J. Hickey, B. W. Moore and J. E. Mechling. The members of the Sub-Committee were also present.

**Manner of Applying Pool Marks.**

The Sub-Committee recommend the adoption of a uniform practice of placing pool marks on cars, as under present conditions such marks were placed everywhere and frequently could not be seen when door of car was open and were of no value where they are put on the doors in case the door should get lost. The following motion was adopted and the Secretary

instructed to notify the Chief Interchange Inspector to put same into effect:

**Resolved,** That the placing of pool marks on car doors be discontinued and that they be placed on the side of the car opposite to the space that is obscured by the door when it is open.

#### **Car Foremen's Meetings.**

The Sub-Committee called attention to the fact that at their meeting held June 19th, the following roads were not represented: M. & O., Big Four, T. St. L. & W., C. & A., Wabash East, C. P. & St. L., A. R. T. Co., St. L. R. C. Co., C. & E. I., St. L. T. & E., St. L. B. & E., Frisco, Mo. Pac., St. L. K. & C. and St. L. & S. W.

The Executive Committee urges that the meetings of the Car Foremen be better attended as this is essential towards keeping the interchange of cars moving harmoniously. Upon motion duly made, the Secretary was instructed to communicate with the Superintendents of the lines mentioned and to request that they call upon their Master Mechanics to see that their local Foremen of Car Department regularly attend these meetings, or if they are unable to attend to have some one to represent them.

#### **Rejection of Empty Cars by the M. & O.**

Attention was called to the fact that the inspectors of the M. & O. were too rigid in the inspection of empty cars furnished them for loading. Mr. Moore stated that the M. & O. had ordered a very rigid inspection on empty cars going to one of its connections for loading about 600 miles from St. Louis, as in a number of cases they had to haul cars all the way back to St. Louis empty on account of the cars having been rejected down south.

In order to ascertain whether the M. & O. inspectors were unreasonable in the exercising of their authority, the Committee requested three non-interested members of the Subcommittee to accompany the Chief Interchange Inspector and visit the M. & O. interchange tracks, inspect some of the cars that the M. & O. is rejecting and to advise at the next meeting whether or not in their opinion they are justified in setting back so many cars.

#### **New Typewriter for Chief Inspector.**

The Committee approved the purchase of a new Remington typewriter for the Chief Interchange Inspector's office, the price of which by giving his old worn-out machine as part payment, is \$65.00.

#### **Instituting Joint Inspectors at Interchange Points.**

Upon motion made, seconded and carried, this subject was tabled.

#### **Interpretation of Rule 12.**

In the minutes of the Local Freight Agents' meeting, June 5th, appears the following paragraph:

The C. P. & St. L. requested that the members present advise how they would handle a car delivered to them loaded with non-transferable freight in bad order and which their Car Department would not allow to run and the combination of defects would not permit the Chief Interchange Inspector to issue a transfer card. Members present were of the opinion that they would call upon the delivering line for authority to transfer, and if not furnished would return the car and freight.



In connection with the above Mr. Geo. Hannauer, Supt. —  
Wiggins Ferry, writes as follows:

Wiggins Ferry Company.

St. Louis, Mo., June 16, 1906.

Mr. Julius Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis.

Dear Sir: Referring to the minutes of the last meeting of the Local Agents' Association, I note that the Local Agent have placed an interpretation on the Interchange Inspection Rule 12. Their interpretation is at variance with my understanding of the rule and I would suggest you again submit this matter to the Committee.

My understanding is that the receiving line is compelled to make the transfer of such a load as the Local Agents refer to. If this is not true, then our rules have no value. In other words, the mere fact that the receiving line is not entitled, under the rules, to charge the delivering line certainly does not give the receiving line any right to set the car back to the delivering line.

The provision in Rule 12 that the receiving line must not transfer non-transferable freight without conferring with the Agent of the delivering line applies, according to my understanding, simply to cars transferred, for which the delivering line is responsible; meaning that the receiving line must not undertake a transfer of non-transferable freight for account of the delivering line without the consent of the delivering line. In other words, the rule gives the delivering line the option, when it is responsible for the transfer of non-transferable commodity, of doing the work itself, or authorizing the receiving line to do the work at its expense and risk.

Yours truly,

Geo. Hannauer,  
Superintendent.

The Committee concurs in Mr. Hannauer's understanding of this rule and replied to him as follows:

Mr. Geo. Hannauer,

Superintendent, Wiggins Ferry Co., St. Louis, Mo.

Dear Sir: Replying to your favor 16th inst., concerning your interpretation of Rule 12. We are in accord with your interpretation and agree with you entirely in thinking that the receiving line is compelled to make transfer of all such loads as are referred to by the Local Agents.

Yours truly,

(Signed) Executive Committee.

With further reference to the above, it developed that the Chief Interchange Inspector did not undertake to place the responsibility for leaky tank cars. It was decided to instruct him to give the same attention to leaky tank cars that he gives to other cars, this being in the opinion of the Committee entirely within the province of his duties.

#### **Frisco Bill No. 84352 vs. T. R. R. Assn.**

The facts in this case are as follows: M. & O. No. 624 arrived at St. Louis via the M. & O., billed to the G. Mathis Rag Co., Branch St., on the T. R. R. Assn. After arrival of car at its original destination it was re-consigned to Cape Girardeau, Mo., via the Frisco. Upon delivery of car to the Frisco they found it to be in bad shape and called upon the Chief Inspector for authority to transfer, which was granted, transfer card being issued against the M. & O., as the records showed car to have been in that condition when received from that line. The Frisco first rendered bill against the M. & O. who declined it, claiming that the car had reached its original destination and that under Rule 11 they could not be held for the transfer. The Frisco thereupon rendered the bill against the T. R. R. Assn., who also declined the bill on the ground that this was a reconsigned car, the transfer of which Rule 11 holds the Frisco responsible.

The Committee decided that the M. & O. is not responsible for the transfer, they having fulfilled their obligation when the car safely reached its original destination.

The Committee holds the T. R. R. Assn. responsible for the transfer, as it is their opinion that Rule No. 11 means that the road upon whose rails a car is reconsigned is responsible for transfer in case transfer is necessary upon delivery of car to another line. The Terminal should endeavor to collect the amount of the transfer from the shippers, in accordance with original interpretation placed on Rule No. 11.

A number of other matters were discussed upon which the Committee does not deem it necessary to report.

E. W. Moore,  
Chairman.

Chairman: What is your pleasure, gentlemen?

Mr. Kearney: I move that report be approved.

Mr. Hannauer: I second the motion, but have a little criticism to make on the interpretation placed by the Local Agents. Since they have placed this interpretation we have had a great deal of confusion about this rule. If the Committee had gone ahead and set the Local Agents aright, this might have been avoided.

After a general discussion of the matter, the Secretary was directed to take the matter up with the Local Freight Agents' Assn. and straighten them out in line with the Committee's report.

The case in controversy between the Frisco and Terminal was also discussed and the ruling of the Committee generally concurred in.

(Mr. Ryder here requested to be excused, Mr. Kearney taking the Chair.)

Mr. Somerville asked if cars should be inspected before being accepted for reconsignment.

The Chairman expressed the opinion that they should be whenever it is possible to do so, and if car is not in condition

to be reconsigned, it was his opinion that the road had a right to call upon the shipper to reload the freight into a car that was safe to go forward.

### **Acceptance of Leaky Tank Cars.**

Mr. Carothers called attention to a case where his line had been offered a tank of oil which was leaking at such a rate that the entire contents would have leaked out in twentyfour hours, and that he had no facilities within three hundred miles for transferring it. He stated that he did not think it fair to offer cars in interchange in this condition.

Mr. Hannauer: If the proper thing to do with this tank of oil was to rehandle it at East St. Louis, the B. & O. could have arranged for it as well as any body else. We are not deciding the responsibility for loss of oil. We are here to move the cars. The lines that is responsible has to pay for the oil in the end. Mr. Kearney has to accept more leaky tank cars than any one of us.

Mr. Coakley: I would like to ask Mr. Carothers if the waybill for this car did not contain a notation to the effect that the Frisco would be responsible for the loss of this oil.

Mr. Carothers: I think there was. I believe the waybill was a little late in coming to us.

Mr. Coakley: The billing did bear such notation.

Mr. Kearney: I have delivered tanks of oil on the connection with the Terminal and found them leaking and had them transferred. I do not feel that it would be a safe proposition or a fair one to deliver cars in that condition. We would be responsible for the loss anyhow.

The gist of the discussion was that where tank cars are found to be leaking upon receipt from connection, the receiving line should protect themselves by the record, and after conferring with the delivering Agent, either run the car to destination or transfer it.

The motion that the report be approved was put and carried.

**New Business.**

Under this heading the members informally discussed the interpretation placed by the Per Diem Committee on Per Diem Rule 6, giving the receiving line the right to make an arbitrary charge for two days on all cars delivered in error or without waybills.

The sense of the discussion was that the lines should be reasonable in applying this rule.

There being no further business, upon motion made and carried, meeting adjourned at 12:20 p. m.

E. RYDER,

Chairman.

J. ROTHSCHILD,

Secretary.

## KANSAS CITY DIVISION.

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Proceedings of the Regular Monthly Meeting of the Kansas City Division  
of the Central Association of Railroad Officers held at the Coates  
House, Kansas City, Mo., Monday, July 9th, 1906.

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The meeting was called to order by the President, Mr. J. Cummings, with the following representatives present:

T. & S. F. Ry.....	H. W. Sharp.....	Supt.
T. & S. F. Ry.....	C. W. Kouns.....	Supt. Trans.
T. & S. F. Ry.....	J. A. Nowers.....	Car Acc't.
& A. Ry.....	W. M. Corbett.....	Supt.
B. & Q. Ry.....	J. P. Cummings.....	Supt.
B. & Q. Ry.....	H. W. Hamm.....	Trainmaster.
G. W. Ry.....	J. H. Lyman.....	Genl. Agent.
M. & St. P. Ry.....	J. S. Adsit.....	Supt.
R. I. & P. Ry.....	G. W. Rourke.....	Supt.
R. I. & P. Ry.....	N. D. Ballantine..	Supt. Car Service.
C. Southern Ry.....	F. S. Rawlins.....	Supt. Trans.
K. & T. Ry.....	A. D. Bethard.....	Supt. Trans.
Pac. Ry.....	R. P. Isitt.....	Agent.
L. & S. F. Ry.....	J. E. Hutchison....	Supt. Terminals.

St. L. & S. F. Ry.....J. H. Ashley.....Supt. Car Service.  
Un. Pac. R. R.....G. N. Curtis.....Agent.  
Un. Pac. R. R.....W. D. Lincoln...Car Service Agent.  
Wabash R. R.....Richard Doyle .....Supt.  
Wabash R. R.....D. I. Forsythe.....Supt. Trans.  
Kansas City Belt.....Not Represented.  
K. C. N. W. R. R.....R. P. Isitt.....Agent.  
L. K. & W. Ry.....W. D. Lincoln...Car Service Agent.  
Q. O. & K. C. R. R.....W. J. Stoneburner.....Supt.  
St. J. & G. I. Ry.....C. E. Hedrix.....Trainmaster.  
St. J. & G. I. Ry.....T. T. Gibbs.....Agent.

Mr. F. W. Trapnell, Chief Interchange Inspector, Kansas City, Mo.

President: The minutes of the June meeting have just been received by the Secretary and will be sent out to all members today and will be passed upon at the next meeting.

#### **Unfinished Business.**

#### **Delayed Delivery of Packing House Products From Packing Houses.**

President: A special meeting was called for June 29th, with the representatives of the Packing Houses. The Secretary will read the result of the meeting.

Secretary: The packers were asked what time their docks were closed and they advised that they are now closing their docks at 11:30 in the morning and at 4:00 in the afternoon. They also advise that it would be impossible for them to close at 10:30 in the morning and 3:30 in the afternoon, as requested by the Railroads. The discussion which followed resulted in the following resolution: "As several of the roads are

having no trouble with their deliveries, it is the sense of this meeting that individual action be taken by those interested, and see if proper arrangements cannot be made to avoid delays."

President: The result of the meetings of the Central Association which have been held with the representatives of the Packing Houses has been given in the resolution just read: At the last meeting with the Packers, the representatives all stood firm and would not hear to closing earlier in the morning and afternoon, and it was the concensus of opinion of the majority of the railroads that the better way to handle the matter was for the roads who were being hurt to take the matter up personally with the packers located on their line, or whose products they handle.

Mr. Sharp: If they cannot close earlier for all, how can they close earlier for one?

President: It developed that there are one or two roads having trouble with one or two packers. If they say to them, that they must have the meat ready for certain trains at certain time both morning and evening or the trains will go without it, I think it will not be very long until they will get the docks closed early enough to get the meat to the trains on time.

The matter is closed for the present so far as the Association is concerned.

#### Collection and Retention of Car Rental.

Secretary: Here is a letter from Mr. J. S. Adsit, Superintendent of the C. M. & St. P. Ry., under date of May 7th, as follows:

In reply to your letter of May 2d in which you advised me that the St. L. & S. F. Ry. gave formal notice that they would not be governed by Resolution No. 21 as to collection and turning over to the road



owning car, the rental. It is my desire to have this matter brought up before the next meeting and recommend this Resolution either be modified or cancelled as it is obsolete, and I do not believe that we should have rules in effect that the members will not or cannot observe.

President: You have heard Mr. Adsit's letter read, recommending that Resolution No. 21 be either cancelled or modified.

Mr. Adsit: If you are going to have a rule, it should be lived up to by all lines or cut out.

Mr. Rourke: All lines are living up to it, are they not?

Mr. Hutchison: The position of the Frisco in this matter has been stated repeatedly. I gave written notice that we would not stand by the rule. We expect to retain car rental under those conditions, we have been doing it, and will continue to do it.

President: The Frisco is acting wholly within its rights to serve notice that they will not observe certain rules. I do not think it would be a good plan to abrogate a rule on account of one road.

Mr. Sharp: I move that the correspondence be laid on the table.

Motion seconded, put to vote and carried.

### **Reclaim on Cars Containing L. C. L. Freight.**

Secretary: Here is a letter from Mr. Corbett, of the C. & A., under date of May 26th, as follows:

As you are aware, many of the lines at Kansas City, in fact most of them are delivering less than carload freight by dray; however, some lines still make it a practice to deliver this freight by car. We had an instance recently where a car was delivered to us con-

taining 700 lbs. of Mdse. It was necessary for us to take this car from the transfer track and place it to the platform, afterward returning it to owners through the Union Depot. In addition to which we paid 20 cents per diem and in many similar cases we were called upon to pay 40 cents per diem when the freight could have been handled by dray for 21 cents. This is not economy. In many cases this results in a delay to the freight aside from the excessive expense in handling. We find that it has not been customary at Kansas City for the switching line to make reclaim for per diem on platform cars. We believe that the line doing the switching should be entitled to a reclaim for the usual amount on platform cars the same as on any other switch car and it is an open question whether they would not also be entitled to \$3.00 per car switching to the platform.

Will you please docket this matter for consideration at the next regular meeting of the Superintendents' Association?

President: What shall we do with Mr. Corbett's communication?

Mr. Hutchison: How much of this movement is there?

President: I believe the Mo. Pac. and the Santa Fe are about the only roads that are delivering merchandise in cars.

Mr. Isitt: You are mistaken in that. There are quite a number of roads that are delivering shipments in cars. The Wabash and Frisco are doing it, and the Burlington sometimes,—practically all of the roads are.

Mr. Curtis: The Wabash, Mo. Pacific and Frisco, and once in a while the Burlington.

President: Mr. Corbett's proposition is that the receiving railroad should be entitled to the usual arbitrary reclaim for switch cars upon merchandise delivered to them at their freight house.

Mr. Kouns: I believe that matter has been before the Arbitration Committee and a decision rendered.

Mr. Sharp: I move that the question be held over and the rulings of the Arbitration Committee looked up and a report made.

Mr. Rourke: I second the motion.

Carried.

### Correspondence.

#### Rule 16. What Constitutes Delivery.

Secretary: I have a letter from Mr. Corbett under date of June 14th, as follows:

We attach hereto an impression copy of a portion of a rule adopted by the Chicago Assn. of General Superintendents. The resolution in effect at Kansas City bearing No. 16 in book, does not cover as fully as the one enclosed. We believe that it would be advisable to embody in our rule the substance of the Chicago Rule. Will you kindly present the matter to the Assn. with this in view?

Resolution XVI in our Book of Rules is as follows:

That it is the sense of this Association that the delivering lines' responsibility for contents of all cars ceases with the delivery of all such cars on a regularly designated connection, between such hours as the delivering and receiving lines agree upon, with seals intact.

The Rule of the Chicago Association of Genl. Superintendents is as follows:

When one road delivers cars in the yard of another road, either on regular assigned track or any track designated by any agent, yardmaster, or representative of receiving road, the delivery of cars shall be held

to be complete when the delivering road gives the bills for the car to the properly authorized agent of the receiving line and cuts off its engine from cars delivered. It shall be the duty of the receiving line to immediately take a seal record of the cars delivered, and if some of the seals are defaced or broken, shall at once report the fact by telephone, telegram or mail to the agent of the delivering line. The receiving road cannot claim, some weeks or more after receipt of the car, that it was received with defective seals, if it cannot show that it notified connecting line to this effect at the time of its receipt, and delivering line may assume, if no notice of defective condition of seals has been given within twenty-four hours, that the receiving line acknowledged receipt of any cars with seals intact. The delivering line may at its option, wait until the receiving line shall have had an opportunity to take condition of seals and acknowledged through its representatives that seals are as may be designated on expense bills, memorandum list or book.

President: The Kansas City Rule is not what it should be. It has always appeared to me that something should be said about the delivery of the bills.

Gentlemen, what shall we do with this communication? Now is the time to correct Rule XVI if the Association thinks it should be corrected.

Mr. Isitt: We have already tried here to put the Chicago Rule in operation in regard to delivery of the bills to the agent at the connection.

President: This requires the receiving line to report on the seals within 24 hours.

Mr. Hutchison: The receiving line is not responsible until the bills are delivered.

Mr. Isitt: It says with the delivery of bills and cuts off its engine. That Rule at Chicago is an ideal one and many of the Kansas City lines would be glad to see it adopted.

Mr. Sharp: This matter was up in the Local Freight Agents' Association and was discussed at some length. We found that it was an old custom as soon as a road gets a car with something wrong, they notify the other line right away. The Association decided that they would stir everyone up and have it handled the same way.

Mr. Corbett: I move the substitution of the Chicago Rule in the place of our rule.

Mr. Adsit: I second the motion.

Mr. Hutchison: I move as an amendment, that all that is said about bills in the Chicago Rule be stricken out, also the words "telephone" and "or mail."

Mr. Sharp: I second Mr. Hutchison's motion.

Mr. Kouns: I think it would be well before deciding to make this change in the rules to consider that this matter has been passed upon by the American Railway Association and they hold that the delivery of a car upon a track is prima facie evidence of delivery, so it would not matter what rule you might establish in any case that goes before the Arbitration Committee for decision, a decision will be rendered on that basis. (Rule 9 and abstract from Case 7 read by Mr. Kouns.)

This, it seems to me, has a direct bearing upon the question which is being considered by this body. When the rule was under discussion the per diem rule, and that clause of Rule 9 referring to delivery were in the minds of those in the meeting at Chicago. Now if you frame and adopt a rule for the interchange of freight business at Kansas City, and a question should arise as to interpretation and it is referred to the Arbitration Committee, you can be well assured that this decision will govern in any case.

Mr. Lyman: Does the Chicago Rule contemplate that the billing accompany the car?

Mr. Kouns: I think not. My idea in framing this rule, to have it follow the decision as closely as it could, that the

time set by the delivering line is prima facia evidence of delivery of the car.

Mr. Isitt: It seems to me that this rule as proposed now is getting us into a deeper puddle than we are in already. I think a hasty decision often times makes a great deal of trouble.

President: If there is no further discussion, we will vote upon Mr. Hutchison's amendment.

Vote taken by roll call and motion lost.

Mr. Hutchison: If the original motion prevails there are a number of roads that will give notice that they will not abide by it, the Frisco for one. We simply cannot deliver the billing with the cars. In the banana business, the billing very often gets here three or four days after the car. We get sufficient data by telegraph on which to move the cars and transmit it to connecting line so the car can go on.

Original motion put to vote and lost

#### **Report of Auditor's Check of Association Accounts.**

Secretary: Here is a report from the Auditors who checked Association Accounts March 28th:

On March 28, 1906, your Auditing Committee made an examination of the accounts of B. H. Garrigues, Treasurer of the Central Association of Railroad Officers, Kansas City Division, from October 23, 1905, the date of the previous examination, to March 28, 1906, and the uncollected assessments on that date, amounting to \$275.99, have since been verified by correspondence as unpaid.

Below please find condensed statement showing result of the examination.

**Debits.**

On deposit with Fidelity Trust Co., as shown by last report . . . . .	\$45.17
Cash on hand per last report . . . . .	66.29
Assessments collected from Oct. 23, 1905, to Mar. 28, 1906 . . . . .	2,734.56
Interest collected on balances . . . . .	2.30
Surplus Cash . . . . .	.01
	<hr/>
	\$2,848.33

**Credits.**

Vouchers paid from Oct. 23, 1905, to Mar. 28, 1906 . .	\$2,683.10
On deposit with Fidelity Trust Co., verified . . . . .	165.23
	<hr/>
	\$2,848.33

(Signed) Erastus Young,  
Chairman of Auditing Committee."

President: If there are no objections, this report will be incorporated in the minutes of this meeting.

**Reports From Committees.**

**Pneumatic Tube System.**

Mr. Sharp: I wrote the Local Association for the papers. I received them last Wednesday but haven't done anything about it yet.

President: The Committee will be given further time.

**Roads Giving Notice of Non-Observance of Certain Rules.**

Resolution No. 35.—Local Per Diem Rules, Kansas City Belt.

Resolution No. 36.—Embargoing Switching Traffic, A. T. & S. F. Ry., C. G. W. Ry. and Missouri Pacific Ry.

Resolution No. 21.—Car Rental, St. L. & S. F. Ry. (will not surrender car rental collected to car owner.)

Interchange Inspection Agreement, K. C. Belt, K. C. N. W., L. K. & W., Q. O. & K. C., and St. J. & G. I.

**Interchange Inspection.**

**Uniform Prices for Transferring Bad Order Cars.**

Secretary: The matter of Uniform Prices for Transferring Bad Order Cars was sent out for letter ballot. The result of the vote is 14 "Aye," 1 "No" and 2 not heard from.

President: The schedule is adopted and is now a part of our rules. (Schedule follows.)

**Schedule of Uniform Prices for Transferring Freight in Bad Order Cars.**

Acid, in Carboys.....	\$2.50
Agricultural Implements of all kinds, except when load-	
Bottles . . . . .	2.50
ed on flat cars and on their own wheels.....	5.00
Asphaltum in bags.....	1.50
Baskets, nested . . . . .	2.00
Bones, in bulk.....	7.00
Box Material, in bulk.....	3.00
Brick, in bulk.....	5.00
Broom Corn . . . . .	2.00



Cement, in bags.....	2.50
Coal, Bituminous .....	3.00
Coal, Semi-Anthracite .....	3.00
Coke, in bulk.....	4.50
Cooperage and shooks; hoops, in bulk, staves and head- ings . . . . .	4.50
Earthen and Stoneware, in bulk.....	7.00
Emigrant Movables .....	3.25
Flax Seed, in bulk.....	3.00
Flour, in sacks and barrels (except Export Flour in jute or Osenburg Sacks) .....	1.75
Fruit, Calif. dried.....	2.00
Furniture and show cases.....	5.00
Glass, in bulk, or plate glass.....	5.00
Grindstones . . . . .	3.50
Glucose, or syrup in kegs and barrels.....	1.75
Iron Pipe, Cast.....	5.00
Iron Safes .....	3.50
Lime, in barrels.....	1.75
Lime, in bulk.....	4.00
Lumber, finished, sash, doors and blinds.....	3.00
Machinery, fine .....	4.00
Marble . . . . .	3.50
Oil in barrels.....	2.00
Paper of all kinds, in rolls or bundles.....	3.00
Perishable freight not otherwise specified.....	5.00
Pickles, in wood and glass.....	2.50
Piling on one car.....	5.00
Piling on two cars.....	7.50
Pipe, chimneys and tops.....	4.00
Pipe, Sewer .....	6.00
Powder, explosive .....	2.50
Roofing, slate or brick.....	5.00
Salt, in bulk.....	2.50
Salt, in barrels.....	1.50
Scrap Metal, in bulk (junk).....	7.00
Shingles . . . . .	3.00
Steel, in shape.....	3.50

Stoves and fine castings.....	5.00
Stone, flagging .....	4.00
Sugar, in barrels.....	1.50
Trees and shrubbery, in bulk.....	3.00
Tinware, in bulk.....	3.00
Tinplate . . . . .	3.50
Telegraph poles, and heavy timbers on one car.....	5.00
Telegraph poles and heavy timbers on two cars.....	7.50
Wagons and Carriages.....	5.00
Woodenware . . . . .	3.00
Iron, structural and bridge, on one car.....	5.00
Iron, structural and bridge, on two cars.....	7.50
Machinery, heavy .....	5.50
Pipe, wrought iron, when exceeding 3 inches indiameter. 5.00	
Pipe, wrought iron, when under 3 inches in diameter....	3.00
Rails, steel, when loaded on two or more cars.....	6.00
Rails, single cars.....	3.00
Rice, in sacks.....	1.75
Grain . . . . .	2.50
Hay . . . . .	1.75
Barbed Wire .....	2.50
Angle Bars .....	2.25
Sacked Corn .....	1.75
Sacked Meal .....	1.75
Nails in kegs .....	1.50
Ear Corn .....	5.00
Potatoes, in sacks.....	1.75
Potatoes, in bulk .....	3.00
Mill Products, in sacks.....	1.75
Apples in barrels or boxes.....	1.75
Bale ties .....	3.00
Cotton in bales.....	1.50
Cotton seed meal in sacks.....	1.75
Fertilizer, in sacks.....	1.50
Glass, in boxes.....	3.00
Lemons, in boxes.....	1.75
Oranges, in boxes.....	1.75
Iron, Boiler .....	4 00

Iron, Sheet .....	3-00
Iron, Pig .....	2-00
Iron, Roofing .....	3-00
Packing House Products, boxes.....	2-50
Woven Wire .....	2-00

**Uniformity of Rules Governing Interchange Inspection of Cars  
at Large Terminals.**

Secretary: I have a letter from General Secretary Fetter under date of June 5, 1906, as follows:

I hand you herewith report of the Committee on the Uniformity of Rules Governing Interchange Inspection of Cars at Large Terminals.

At the meeting of the Central Association of Railroad Officers held at St. Louis, May 28th and 29th, the enclosed report was adopted as the uniform practices of the Central Association, with the recommendation that all Divisions adopt same locally.

Will you kindly present the matter to your Division at their first regular meeting and advise me action taken?

President: This question of Uniformity of Rules Governing Interchange of Cars at Large Terminals was up at the annual meeting and a committee appointed to formulate rules and a report was made at the last Annual Meeting at St. Louis. Now the General Secretary desires that all Divisions adopt these uniform rules locally. What do you want to do with the report of the Committee appointed by the General Body?

I think our rules should be reprinted if not revised, and it would be well to have a committee go over them and make this revision.

Mr. Sharp: I think our Book of Rules should be republished and possibly changed. I move that a committee be appointed to revise our rules and that they report to the Association at the next meeting or some subsequent meeting.

Mr. Hutchison: I second the motion:

Carried.

President: I shall appoint on that Committee, H. W. Sharp, Chairman, G. W. Rourke, J. S. Adsit, R. P. Isitt, W. W. Lowell. The Secretary of the Association, and the Chief Interchange Inspector, and the President of the Association to work with the Committee.

### **Red and Yellow Bad Order Cards.**

Secretary: It was recommended by the Standing Committee at their meeting June 5th, that this Association have printed red and yellow bad order cards for use in this Terminal, and the expense prorated between the lines.

President: What will you do with the recommendation?

Mr. Sharp: I move the adoption of the recommendation.

Mr. Isitt: I second the motion.

Carried.

President: That will do away with the great number of different colors, shapes and sizes of bad order cards now in use at Kansas City.

### **Double Reclaim on Cars in Switch Service at Junction Points Outside of Kansas City.**

Secretary: I have a letter from Mr. Kouns, Supt. Trans. A. T. & S. F. Ry., asking that the question of Double Reclaim on Switch Cars at Junction Points outside of Kansas City be taken up immediately following the regular business of the meeting today.

Mr. Kouns: The thing I had in mind in writing this letter was to have the present practice formulated into rules

which might be placed in the hands of the Railways. You all recollect that the rules as originally adopted have since been modified to some extent without having been generally distributed. The idea I had in mind was that while we were considering the question of double reclaim we might at the same time formulate the rules in some shape to make convenient reference for all of the lines who are going to work under them. As Kansas City is a large center, and many of the lines meet here regularly to attend meetings of this and other bodies, I think that a Local Arbitration Committee might be a good thing to have to decide questions that may arise, and correspondence which has been coming up from time to time might be eliminated.

At the meeting of the Missouri Valley Car Service Association this morning, we decided that it would be proper to hold this meeting this afternoon, and in doing so a committee was appointed to put into shape the present practices or present rules as they now exist. The committee worked diligently until 2:00 o'clock, at which time this Association Meeting was to convene, but were unable to reach a definite conclusion. Mr. Ballantine, I believe, was Chairman of the committee.

Mr. Ballantine: The committee took the matter under advisement, and in view of the short time, would recommend that we have a special meeting between now and the next meeting; however, the committee will be glad to have the matter discussed today and any suggestions that any one may offer.

Mr. Kouns: I move that it is the sense of this Association that the question be taken up and handled by this body and that the committee of which Mr. Ballantine is Chairman be named by the President of this Association to continue the investigation along the lines suggested, and when the Committee is ready to make a report, that the President call a special meeting of this body to which all of the other lines not members of this Association, but interested in this question, should be invited.

Mr. Lincoln: I would suggest that the lines running into Omaha and Council Bluffs, as well as those in Missouri Valley Car Service Association territory, be included.

Mr. Kouns: I will accept that.

Mr. Ballantine: I second Mr. Kouns' motion.

Mr. Kouns: I would also like to add that this matter is so closely allied with the work of the Interchange Committee, or the Committee on the Revision of Rules, that it will be well to handle both subjects as one.

Motion put to vote and carried.

Committee appointed as follows:

N. D. BALLANTINE, Chairman.

R. P. ISITT,

J. H. ASHLEY,

A. D. BETHARD,

W. D. LINCOLN.

There being no further business, the meeting adjourned.

Date of next regular monthly meeting, August 13, 1906.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
President.

**LOUISVILLE DIVISION.**

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Louisville, Ky., July 30, 1906.

Mr. O. G. Fetter, General Secretary,  
Cincinnati, O.

Dear Sir: Your wire date.

We had no meeting in July account of same having been passed. I advised you to this effect. We will have no meeting in August, account of same having been passed.

Yours truly,

J. C. LOOMIS.

**DETROIT DIVISION.**

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Detroit, Mich., July 30, 1906.

O. G. Fetter, Secretary,  
Central Association of Railroad Officers,  
Cinti., O.  
No meetings July or August.

E. S. MAXWELL.



**DENVER DIVISION.**

---

Denver, Colo., July 17, 1906.

Mr. O. G. Fetter,  
General Secretary,  
Cincinnati, Ohio.

Dear Sir: This is to advise that the Denver Division of  
Central Association of Railroad Officers held no meeting ~~the~~  
month. ~~this~~

Yours truly,

E. E. HILL,  
Secretary.

## OMAHA DIVISION.

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**Regular Meeting of Central Association of Railroad Officers, Omaha  
Division, held at Omaha, July 18th, 1906, President Doyle  
in the Chair with Following Representation:**

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B. & M. R. R.....Not Represented.  
C. B. & Q. R. R.....Not Represented.  
C. M. & St. P. Ry.....Not Represented.  
C. & N-W. Ry                Not Represented.  
C. S. P. M. & O. Ry.... Not Represented.  
C. G. W. Ry.....O. Cornelisen .....Supt.  
C. R. I. & P.....C. L. Brown.....Supt.  
I. C. R. R.....Not represented.  
Mo. Pac. Ry.....J. J. Skinner.....Trainmaster.  
Union Pacific R. R. Co.... Charles Ware .....Supt.  
Union Stock Yds. R.R. Co.J. H. Brady.....Supt.  
Wabash R. R. ....Richard Doyle .....Supt.

Mr. F. E. Nicholes, Supt., C. S. P. M. & O. Ry., sent word  
of his inability to attend the meeting.

The minutes of the previous meeting were approved as printed and distributed amongst the members.

**Reading Communications.**

In connection with letter mentioned under this heading on page 732 in June Proceedings, Mr. F. M. Jones sent the following communication, thus clearing the Illinois Central of having handled the three cars of Packing House Products, which was ordered printed in these minutes and the case considered closed:

Illinois Central Railroad Company.

Ft. Dodge, June 26, 1906 -

Mr. J. R. Dewar. Secretary,  
Central Association of Railroad Officers,  
Omaha.

Dear Sir: Your letter of June 24th in which you state that at the meeting of the Association June 20th complaint was made that Armour & Company loaded at South Omaha A. R. L. cars 5625, 4493 and 5558 at 8:04 p. m. June 8th, and delivered them to our line at 8:45 p. m. same date. For your information, will state that the cars in question were not accepted for movement by this line on account of not being delivered at or prior to 8:00 p. m.

Yours truly,

(Signed) F. M. Jones,  
Superintendent -

The Secretary read the correspondence copied below which is self-explanatory. After some discussion, and the reading of the original resolution of October last, it was decided that it was not the intention to include Live Stock, Packing House Products being the only article therein referred to.

The Wabash Railroad Company.

Moberly, Mo., July 15, 1906.

Mr. J. R. Dewar, Secretary,  
Central Association of Railroad Officers,  
Omaha.

Dear Sir: Please note attached letter from Supt. Brady in regard to five double deck cars of hogs for the Wabash being delivered at 8:30 p. m., July 10th. Bring this letter up at our next meeting.

Yours truly,  
(Signed) Richard Doyle,  
Superintendent.

Union Stock Yards Company of Omaha.

South Omaha, July 11, 1906.

Mr. R. Doyle,  
Supt., Wabash R. R., Moberly, Mo.

Dear Sir: Five double-deck cars of hogs for the Wabash R. R. loaded last night at 7:10 p. m. delivered at 8:30 p. m. Delay caused by engine No. 11 being derailed at the three-throw-switch, blocking the track on which these cars were loaded until about the same hour named.

Yours truly,  
(Signed) J. H. Brady,  
Superintendent.

The letter copied below was read by the Secretary and that official was directed to cause it to appear in our records:

Illinois Central Railroad Company.

Ft. Dodge, Ia., June 30, 1906.

Mr. J. R. Dewar, Secretary,  
Central Association of Railroad Officers,  
Omaha.

Dear Sir: Referring to letter from Superintendent Brady, of the Union Stock Yards Company, dated June 27, in regard to cars Packing House Products being delivered after 8:00 p. m., June 26th, South Omaha. You will note A. R. L. Car

5443 was shown as being delivered this line, but, for your information, will state that this car was not forwarded until train No. 52 of June 27th.

Yours truly,

(Signed) F. M. Jones,  
Superintendent.

Copy to E. Bignell,  
O. Cornelisen,  
Chas. Ware.

The Secretary read the following letter from Mr. F. M. Jones, informing the Association of a carload of Packing House Products having been accepted by the Illinois Central through error of their Yardmaster at that point. Upon motion, his explanation was accepted and ordered to be shown in these proceedings:

Illinois Central Railroad Company.

Ft Dodge, July 3, 1906.

Mr. J. R. Dewar, Secretary,  
Central Association of Railroad Officers,  
Omaha.

Dear Sir: I find that car A. R. L. 7387, packing house products from Armour & Co., South Omaha, were delivered this line by Union Stock Yards Company, South Omaha, 8:30 p. m., June 20th, and was moved out that night by our train due to error of Yardmaster. I regret very much this apparent violation of agreement and have taken steps to see that it does not occur again.

Yours truly,

(Signed) F. M. Jones,  
Superintendent.

Copy to E. Bignell, E. C. Stiles,  
J. Russell, C. W. Jones,  
Chas. Ware, O. Cornelisen,  
J. H. Brady, C. A. Menefee.

The Secretary read letter from Mr. Richard Doyle, enclosing copy of letter from Mr. J. H. Brady, with relation the late delivery by the Union Stock Yards Company of nineteen

cars of Packing House Products on July 3d, which, Mr. Brady explained, was caused by a green hand in the employ of the Union Stock Yards Company, and was requested to write the different lines handling the cars to ascertain what disposition was made of them and their excuse for accepting them, if that was done.

Supt. F. M. Jones, of the I. C. R. R., wrote under date of July 7th, referring to his communication of July 2d, to Mr. J. H. Brady, Supt. Union Stock Yards Company, with reference to Packing House Products not delivered lines until after 8:00 p. m., on June 30th. His explanation that I. C. car 52278 was not taken out by the I. C., owing to its not being delivered at the agreed time, was upon motion ordered received.

Mr. F. M. Jones' letter of July 14, 1906, with reference to late deliveries of Packing House Products on July 7, 1906, I. C. car 55764, car not having been moved until the following day, was also read to the members and, upon motion, his explanation was ordered accepted and the incident closed.

The following communications were presented by the Secretary and he was directed to include them in these proceedings:

C. B. & Q. Ry. Co.

Lincoln, Neb., June 25, 1906.

Mr. J. R. Dewar,

Secretary, Omaha.

Dear Sir: I regret to say that I was absent from the State on June 20th, consequently was unable to attend the meeting. I hope to be able to attend the next one.

Yours truly,

(Signed) E. Bignell,

Superintendent.

Union Pacific Railroad Company.

On Line, July 2, 1906.

Mr. J. R. Dewar,

Secretary, Omaha.

Dear Sir: My memory is very bad and I have missed sev-

eral meetings of the Association on account of forgetting the date. I want to attend the next meeting. If I do not put in an appearance by 2. p. m., July 18th, will you kindly call me up on the telephone and remind me of it?

Yours truly,

(Signed) Charles Ware,  
Superintendent.

Letters were read from Mr. O. G. Fetter, Genl. Secretary, under date of June 2d and July 2d, requesting the appointment of a member of Omaha Division to serve on the Car Service Committee during the ensuing year, in accordance with resolution passed at the last annual meeting at St. Louis. Upon motion, Mr. F. M. Jones, Supt. Illinois Central R. R. Co., Fort Dodge, Iowa, was appointed as the representative from this Division and the Secretary instructed to notify him as well as Mr. Fetter.

The Secretary presented a copy of letter from Mr. F. M. Jones, dated July 11th, addressed to Mr. J. H. Foster, Supt. C. M. & St. P. Ry., with relation to the action of the latter taking an engine from Council Bluffs and making a special run from South Omaha to Council Bluffs with a car of Packing House Products which had not been delivered in accordance with resolution, calling attention, particularly, to the abuse of the agreement not to accept such business after 8:00 p. m., and was requested to write Mr. Jones acknowledging receipt of the communication and to procure an explanation from Mr. Foster.

The following letter from Genl. Secretary Fetter explains itself and is printed herein for the benefit of members not present today:

Cincinnati, O., July 6, 1906.

To All Division Secretaries:

Owing to the delay in getting the mailing lists from some of the Secretaries, I have not been able as yet to get the list made up and wrappers printed to begin mailing the monthly proceedings by U. S. Mail from this office. The list has now been made up and is in the hands of the printer and will be

supplied me in a few days. I was in hopes I would have it in time to mail the June Proceedings, which I send to you as formerly and will ask you to see that they are mailed to your members. Hereafter, they will be mailed direct from this office.

Yours very truly,  
(Signed) O. G. Fetter,  
General Secretary.

### **Proposed Rules.**

Upon motion, this matter was carried over until next session and all members particularly and urgently requested to be present at that time in order that the rules may be gotten in final shape for submission to the various General Superintendents.

### **Unfinished Business.**

Mr. A. C. Jones' letter of June 4th, in re the proposed inspection trip over Omaha terminals, etc., read at our last meeting, was further discussed and the Secretary instructed to advise the writer that it was not thought advisable to invite the business men to go along, it being rather a difficult matter to tell where to draw the line, and that the subject will be again brought up at August session with the view of probably concluding arrangements for such a trip during the month of September, none but railroad employees to participate in the trip.

The letter and accompanying statements from Mr. A. C. Jones, Secy. Omaha Local Frt. Agents' Assn., in regard to cars being used locally between industries, was carried over until our next meeting, owing to the absence of Mr. F. M. Jones, who brought the question up originally.

The letter from Mr. H. H. Wheeler, Secretary of the Council Bluffs' Terminal Association, and its enclosures, with relation



to Joint Car Inspection, were, upon motion, carried over until our next meeting, the Secretary to notify Mr. Wheeler that this Association was now working upon a set of rules and that he will be notified in due course when anything shall be decided upon.

#### **Bills.**

Bill of the Central Association for its June Expenses, \$148.50, our proportion 1-11 of same, \$13.50, was approved for payment.

#### **Election of Officers.**

This matter was again postponed owing to the slim attendance and will be the first order of business considered at August session.

Meeting adjourned until Wednesday, August 15, 1906.  
2:00 p. m.



J. R. DEWAR,  
Secretary.







Central Association  
... of ...  
**Railroad Officers**  
**Proceedings.**

 August 

Cincinnati Division.	Peoria Division.
Indianapolis Division.	St. Louis Division.
Columbus Division.	Kansas City Division.
Toledo Division.	Louisville Division.
Denver Division.	Detroit Division.
Omaha Division.	





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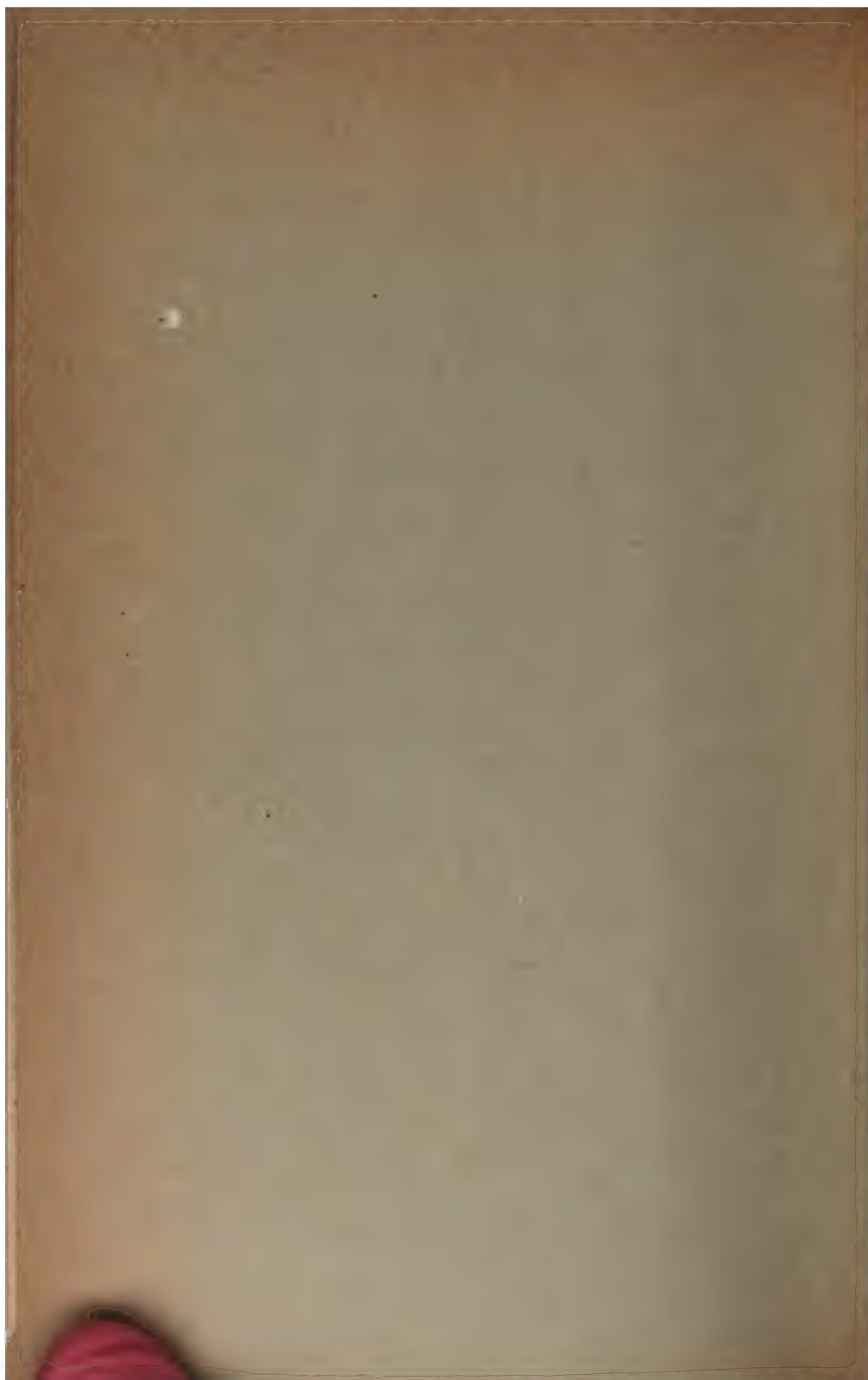
**Central Association**  
... of ...  
**Railroad Officers**  
**Proceedings.**

 **August.** 

<b>Cincinnati Division.</b>	<b>Peoria Division.</b>
<b>Indianapolis Division.</b>	<b>St. Louis Division.</b>
<b>Columbus Division.</b>	<b>Kansas City Division.</b>
<b>Toledo Division.</b>	<b>Louisville Division.</b>
<b>Denver Division.</b>	<b>Detroit Division.</b>
<b>Omaha Division.</b>	



**1906.**  
**C. J. Krehbiel & Co., Printers,**  
**Cincinnati, O.**



CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

AUGUST.

PAGE		
795	CINCINNATI DIVISION . . . . .	No Meeting.
796	INDIANAPOLIS DIVISION . . . . .	No Meeting.
797	COLUMBUS DIVISION . . . . .	No Meeting.
798	TOLEDO DIVISION . . . . .	No Meeting.
799	PEORIA DIVISION . . . . .	No Meeting.
800	ST. LOUIS DIVISION . . . . .	August 10th.
821	KANSAS CITY DIVISION . . . . .	August 13th.
831	LOUISVILLE DIVISION . . . . .	No Meeting.
832	DETROIT DIVISION . . . . .	No Meeting.
833	DENVER DIVISION . . . . .	No Meeting.
834	OMAHA DIVISION . . . . .	No Meeting.



1906.

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# DIRECTORY

Central Association of Railroad Officers and its Various Divisions

## CENTRAL ASSOCIATION.

M.	.....President.
MIN.	.....1st Vice-President.
IS.	.....2d Vice-President.
	.....General Secretary-Treasurer.

## EXECUTIVE COMMITTEE.

D. S.	(Peoria Div.)	J. H. FOSTER	(Omaha Div.)
E. M.	(Indianapolis Div.)	W. B. WOOD	(Columbus Div.)
RYL	(Cincinnati Div.)	D. S. SUTHERLAND	(Detroit Div.)
	(Toledo Div.)	F. S. RAWLINS	(Kansas City Div.)
	(Cincinnati Div.)	E. STENGER	(Denver Div.)
	B. C. MILNER	(Louisville Div.)	

## DIVISIONS.

	.....President.	Cincinnati Division
	.....	Indianapolis
	.....	Columbus
	.....	Toledo
	.....	Peoria
	.....	St. Louis
	.....	Kansas City
	.....	Louisville
	.....	Detroit
	.....	Denver
	.....	Omaha
STE	.....	Cincinnati Division
DOY	.....	Indianapolis
J. P. GOODWIN	.....Vice-President.	Columbus
M. P. DENISTON	.....	Toledo
J. F. IRWIN	.....	Peoria
J. C. SULLIVAN	.....	St. Louis
PH. NIEDERLANDER	.....	Kansas City
E. F. KEARNEY	.....	Louisville
R. DOYLE	.....	Detroit
B. C. MILNER	.....	Denver
J. P. MAIN	.....	Omaha
C. L. EATON	.....	Cincinnati Division
C. J. WILSON	.....	Indianapolis
O. G. FETTER	.....Secretary	Columbus
G. B. STAATS	.....	Toledo
J. D. BERRY	.....	Peoria
JOS. DAHM, JR.	.....	St. Louis
A. J. ELLIOTT	.....	Kansas City
JULIUS ROTHSCHILD	.....	Louisville
B. H. GARRIGUES	.....	Detroit
J. C. LOOMIS	.....	Denver
E. S. MAXWELL	.....	Omaha
E. F. HILL	.....	Cincinnati Division
J. R. DEWAR	.....	Indianapolis
O. G. FETTER	.....Treasurer	Columbus
G. B. STAATS	.....	Toledo
J. D. BERRY	.....	Peoria
JOS. DAHM, JR.	.....	St. Louis
A. J. ELLIOTT	.....	Kansas City
JULIUS ROTHSCHILD	.....	Louisville
B. H. GARRIGUES	.....	Detroit
J. C. LOOMIS	.....	Denver
E. S. MAXWELL	.....	Omaha
E. F. HILL	.....	
J. R. DEWAR	.....	

**CINCINNATI DIVISION.**

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No meeting

**INDIANAPOLIS DIVISION.**

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Indianapolis, Ind., Aug. 13, 1906.

G. Fetter,

Secretary.

: No meeting held by this Division in August.  
count adjournment until September.

G. B. STAATS,

Secretary.

**COLUMBUS DIVISION.**

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No meeting.

**TOLEDO DIVISION.**

---

No meeting.

**PEORIA DIVISION.**

---

No meeting.

## ST. LOUIS DIVISION.

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the Regular Monthly Meeting of the St. Louis Division of the  
Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, August 10th, 1906.

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meeting was called to order at 10:30 a. m. with Presi-  
Ryder in the Chair.

The representation was as follows:

B. & O. S-W.....	H. G. Kruse.....	Train Master.
	J. B. Grice.....	Agent.
C. B. & Q.....	J. A. Somerville...	Supt. Terminals.
C. & E. I. R. R.....		Not Represented.
C. & A. R. R. ....	E. Ryder .....	Supt.
	W. Pratt .....	Agent.
C. C. C. & St. L. Ry.....	R. R. Harris.....	Agent.
C. P. & St. L. Ry.....	F. W. Brown.....	Agent.
Illinois Central R. R.....	C. R. Wescott.....	Train Master.
	Geo. Hannauer ....	Superintendent.
Int. Car Transfer Co....	W. H. Rhedmeyer.....	Chief Clerk.
L. & N. R. R.....	*Jno Fitzgerald....	Supt. Terminals.
	P. F. Button.....	Agent.

M. K. & T. Ry..... A. E. Boughner.....Superintendent.  
E. J. Lampert..... Agent.  
Missouri Pacific ..... Not represented.  
M. & O. R. R..... A. L. Pollard..... Agent.  
St. L. & S. F. R R .... E. W. Moore..... Supt. Terminals.  
St. L. & B. E..... Not Represented.  
St. L. & S. W..... W. H. Calvert..... Agent.  
Southern Ry. . . . . C. G. Walker..... Agent.  
St. L. K. C. & C. R. R.. Not Represented.  
St. L. T. & E. Ry..... Not represented.  
St. L. Transfer Co..... Not Represented.  
St. L. Nat'l Stk. Yds.... J. H. Hohl..... Supt. Terminals.  
T. St. L. & W. R. R..... J. M. Kelly..... Agent.  
T. R. R. A..... J. J. Coakley ..... Superintendent.  
W. T. Aylesbury... Car Accountant.  
F. E. Bolte..... Train Master.  
A. S. Johnson..... Agent.  
Vandalia R. R..... John Fitzpatrick ..... Agent.  
Wabash R. R..... J. E. Taussig ..... Sup't Terminals.  
Wiggins Ferry Co. .... J. A. Roderer..... Superintendent.  
Central Association ..... Chas. Waughop.... Chf. Int. Insp.  
\*Represented by S. D. Cashel, Contracting Freight Agent.

Chairman: Have we a quorum?

Secretary: Yes, sir.

Chairman: Unless there is some objection we will consider the minutes of the previous meeting approved as printed.



**Unfinished Business.**

**Handling Merchandise from T. R. R. A., Tenth Street Station, for Points in Illinois, same day as Received.**

Secretary reads the previous correspondence had on this subject as well as the following:

**Municipal Bridge and Terminals Commission.**

July 14, 1906.

E. Ryder,  
President Central Association of Railroad Officers,  
St. Louis, Mo.

Mr. Sir: Since writing my letter of June 21st to you in regard to the handling of freight by east side lines, received at four o'clock house pull from Tenth Street, I find my statement was rather too sweeping; records have been submitted to us to show that the L. & N. and M. & O. are handling the business satisfactorily the same evening, and I therefore desire to correct the statement made in the second paragraph of my letter.

Very respectfully,

A. T. PERKINS.

Adviser to the Commission.

Mr. Kruse: One point is wrong. Mr. Perkins says, "points in Illinois." It was my understanding that this business applied only to points in Illinois within a radius of 100 or 150 miles of St. Louis.

Chairman: You are right. Mr. Perkins also speaks of the M. & O. and L. & N. as carrying out the arrangement.

Mr. Kruse: The B. & O. still stands on what Mr. Carothers said at the last meeting. We only missed out in the handling of this freight on three occasions.

Chairman: It was arranged at the last meeting for the agents of the east side lines to be here this morning and

“fess up,” so to speak. We have here a statement from the C. B. & Q., showing what success they have had with this freight.

**C. B. & Q. Ry.**

Secretary reads statement which showed that out of 23 cars handled during March they failed to work them 13 times on the same day as received. During April out of 26 cars handled they failed to work it 8 times. During May 29 cars were handled and failed to work them 9 times. Reasons assigned for failure to work car, severe weather in March and arrival of car too late to be worked.

Mr. Somerville: This statement includes a good many cars which should not have been included. In a memorandum our Agent handed me this morning it is shown that with one or two exceptions each month all cars that contained freight that should go out the same night were worked. There was an average of about two cars per month that were not delivered on time, but every endeavor is being made by the Burlington to work out such freight. We would be perfectly willing as an individual line to work direct with Mr. Perkins, instead of through the Association.

Chairman: As an individual line you may elect to do so. That is a matter for you to determine.

Chairman: We would like to hear from some of the other east side Agents as to what they have been doing.

**B. & O. S-W. Ry.**

Mr. Kruse: As previously stated we only missed handling this car on three occasions. Two of the cases were household goods, a large lot of it, and we could not get them worked. The other was a shipment of pipe for Lebanon. In every case, however, the rest of the shipments in the car were properly worked. Outside of these we have been working the car right along. The statement of the B. & O. covers

the entire period that the car has been worked since April 30th.

**C. & A.**

Mr. Pratt: When this arrangement first went into effect we only received one car that was very lightly loaded, and it was possible for us to handle it. Recently we are getting two cars which are very heavily loaded, and on account of the increased tonnage and the cars being bunched it has not been possible for us to handle all the cars. On account of bunching the cars that are loaded in the morning at Tenth Street and Cupples Station it has not been possible for us to get the freight handled in time for our schedules. Some of the cars have been pulled from the house at 3:10 p. m., others at 5:00 p. m., and some at 5:30 p. m. We always work every car that is possible for us to work.

Chairman: Has there been any delay in the matter of delivery by the Terminal people?

Mr. Pratt: No; their average has been very good.

Chairman: Has it developed on the part of the merchants that they are sending out freight for the afternoon cars that they formerly delivered in the morning?

Mr. Pratt: I think the Terminal will bear me out in the statement that a good deal of the freight that was formerly delivered for the morning car is now being delivered for the afternoon or late pull.

Mr. Johnson: It is a fact that a good many firms are sending down their freight in the afternoon instead of morning as they formerly did, since they have found out there is an afternoon pull. The noon pull was the only one handled at East St. Louis prior to this arrangement.

**C. B. & Q.**

Mr. Somerville: I have already stated our experience. One point I would like to bring out, however, it is possible that the Terminal is not getting all that freight loaded by four o'clock, consequently does not get it to the east side lines until the next day.

Chairman: That is an important factor and should be developed.

**C. P. & St. L.**

Mr. Brown: The C. P. & St. L. has always worked this car with the exception of three times, once when the Terminal failed to get it to us in time, once when we did not get the tickets and another time on account of a derailment.

**C. C. C. & St. L.**

Mr. Harris: During a period of 125 days there were 103 days that we worked the Illinois business within a radius of 100 miles and 17 days that we worked the whole car. On two occasions the billing was too late; twice the car was late, and once the car did not reach us at all on account of a wreck. During the other 20 days we failed to work it on account of the cars being bunched with the noon switches from Tenth Street and Cupples Station. We attempt to work everything, but when cars are bunched we can not do it.

**I. C. R. R.**

Mr. Westcott: Mr. Perkins says the I. C. is handling this freight all right. Of course, we are willing to accept that verdict. I would say in this connection that Mr. Perkins made this statement after a personal investigation at our agency.

**L. & N. R. R.**

Mr. Button: The L. & N. has been handling the Illinois freight and all the other freight all the time, with the exception of one or two occasions, when the Terminal had a wreck.

**M. & O. R. R.**

Mr. Pollard: When complaint came from the Central s'n I took the matter up with Mr. Perkins, and he sent two postal cards from consignees in Illinois, stating that had not received their freight. In one of the cases the re shipped on Saturday and delivered at destination at morning. The other shipment arrived on time but the consignee did not call for it for several days, and of course the postal gave the date that he accepted the freight. handled the car every day with the exception of two days, when it came to us late on account of wrecks on the Terminal. Otherwise the Terminal service has been superb.

**Vandalia R. R.**

Mr. Fitzpatrick: I guess Mr. Perkins' letter explains our situation. We handled the car every time with the exception of two days, when the cars came to us late on account of wrecks.

**Southern Ry.**

Mr. Walker: The Southern has not been handling this Illinois freight on the same day until lately, on account of the cars coming to us mixed in with other freight. Recently, however, we have been going in and picking them out, with the exception of once or twice, when the Terminal got the cars to us late.

**T. St. L. & W.**

Mr. Kelly: The Clover Leaf has handled all freight received in the cars from Tenth Street Station for points on the first local division, with the exception of two days, when we failed to receive the car on one occasion and failed to receive the billing on the other. We wish to state that no investigation has been made at our depot by Mr. Perkins or any other representative of the Municipal Commission.

**T. R. R. Ass'n.**

Mr. Johnson: I want to speak in connection with the remark that Mr. Somerville made about the Terminal not loading out freight. Mr. Perkins has been at our office quite often since this arrangement has gone into effect. He has had no complaint to find against the Terminal that I know of. He did, however, make complaint to some of the large shippers, particularly Simmons Hardware Co., Hargadine-McKittrick, Rice-Stix, about lateness in reaching the house, and we investigated several complaints that Mr. Perkins made in regard to the delay to the goods, and we found in each and every instance the goods arrived at the platform after 3:45 p. m. It seldom happens that goods received before 3:45 miss the 4:00 o'clock train.

**Wabash R. R.**

Mr. Roederer: The Wabash has not been able to handle these cars regularly owing to conditions about the freight house and yards. We missed out quite a number of times.

Mr. Taussig: We have a freight house on the west side of the river. Therefore any shipper who wants to get his goods into Illinois the following morning can do so by delivering it there before 4:30 p. m. I don't see why they should

take the Tenth Street route when we can handle the business at our Fourth Street Station up to 4:30 p. m.

Upon motion made by Mr. Hannauer and seconded by Mr. Coakley, the Chairman was requested to reply to Mr. Perkins, advising him in a general way the result of this discussion.

The following letter was addressed to Mr. Perkins:

St. Louis, Mo., Aug. 10, 1906.

Mr. Albert T. Perkins,

Adviser to the Municipal Bridge and Terminals Commission, City.

Dear Sir: With further reference to the arrangement made with the east side lines for the forwarding of freight to points in Illinois on the same day it is received, beg to inform you that this subject was thoroughly taken up with all the lines concerned at meeting of the Association held this morning.

The discussion developed the fact that the arrangement is being carried out by all the lines except, of course, in individual cases where there is good reason for failure from unforeseen and unavoidable causes.

I believe that the lines fully intend to carry out the agreement to the fullest extent, and if individual failures are taken up with the lines on which they occur they will undoubtedly endeavor to correct them or give some good cause for the failures.

This arrangement, as I presume you are aware, applies only to freight destined to Illinois points within a radius of one hundred or one hundred and fifty miles of St. Louis, and not to all points in Illinois, as may be inferred from your letters.

It developed, however, that one or two lines are forwarding on the same day all freight received from St. Louis, regardless of the destination.

In conclusion, wish to call your attention to the fact that since the inauguration of the four o'clock delivery, some merchants are holding back those shipments that were received heretofore in time for the noon delivery, as a result the noon

train is a very light one and the evening train is growing heavier all the time.

Assuring you of the Association's hearty support in this matter, I am,

Yours truly,

(Signed) E. RYDER,

President.

### **Collection of Grain Doors at Elevators.**

Secretary reads:

Chicago, Burlington & Quincy Railway Company,

July 31, 1906.

Mr. E. Ryder,

President Central Ass'n R. R. Officers,

St. Louis, Mo.

Dear Sir: In proceedings of meeting July 17th, Local Freight Agents' Association, St. Louis, I note Committee on Grain Doors made a proposition to Mr. Lincoln to allow elevators the same price for picking up and returning grain doors, as was to have been allowed to the party engaged for that purpose. I would respectfully ask that this matter be brought before the next meeting of the Central Association, as it seems to me if the Agents' Association are to handle this matter it should be under the direction of Central Association, and it would be certainly unwise for them to make propositions or arrangements without knowing before such propositions were made whether or not they will be sanctioned by our Association.

From my point of view, arrangement as proposed to Mr. Lincoln would be no more satisfactory than conditions which prevail at present, as it leaves the matter entirely in the hands of the Elevators, and judging from past experience, those companies are not disposed towards returning grain doors to the proper owners.

Yours truly,

J. A. SOMERVILLE.



Local Freight Agents' Association,  
St. Louis, Mo.

E. St. Louis, Ill., Aug. 8, 1906.

Mr. J. Rothschild,  
Sec'y Cent. Ass'n R. R. Officers,  
St. Louis, Mo.

Dear Sir. With reference to the subject of gathering up Grain Doors at the Elevators. The Committee of this Association handling the subject have up with Mr. J. C. Lincoln, Commissioner of the Merchants' Exchange, who represents Elevator and Grain people, to the end that the Elevators up the doors and the Railroads allow them the same as was to have been allowed to our representative.

Lincoln was favorably impressed, and promised to put the matter to the Elevators. The Association is awaiting his reply, and we expect by your next meeting to report in the matter.

Respectfully,

(Signed) F. W. Brown,  
Secretary.

Mr. Taussig: We have had this on our docket for a long time. The Local Freight Agents' Committee have always asked for more time. I have some papers, and some other Superintendents have, on this subject from our officials, wanting to know what we are doing. I understand they have had two or three meetings with Mr. Lincoln, who is continually putting them off, and undoubtedly they will report progress again.

Mr. Somerville: I also have a letter from our management asking what we are going to do about grain doors and calling attention to the arrangement we have in Chicago, which seems to be working fairly satisfactory. It certainly seems to me some action should be taken immediately. If we cannot get any action the C. B. & Q. will have to take individual action. I think we can go into any elevator and demand our property, at least we are going to make an effort.

Mr. Taussig: I have already done that; could not wait any longer. We have two elevators started up, in fact, three.

and I told our Agent to arrange with the section force to get hold of these grain doors, as I felt we were losing money right along on the proposition.

Mr. Fitzpatrick: I want to say that several months ago I made verbal statement here to the effect that the Local Freight Agents would not be able to make arrangements for the return of these doors. The Association took it up with two of the elevators that were most opposed. When their replies were received the question was again referred to the Local Freight Agents' Association. I made the statement at our last meeting that I did not believe that this report would be satisfactory.

Chairman: How would you suggest the matter be handled?

Mr. Fitzpatrick: Charge them with the price of the grain doors until they are returned.

Mr. Hannauer: I quite agree with the Agents on this proposition. The elevators will simply pay no attention to it. I suggest that this Association appoint a Committee, or have one of the Standing Committees work in conjunction with the Agents' Committee and set up some rules. As far as our Company is concerned, we will make every effort to comply with them.

After some further discussion this suggestion was concurred in, and upon motion duly made and seconded the Chairman appointed the following members to serve on this Committee:

Geo. Hannauer, Chairman, J. A. Somerville, J. E. Taussig, C. C. Coffee and E. F. Kearney.

**Supervision of Scales by the Merchants' Exchange.**

Secretary reads:

Terminal Railroad Association.

St. Louis, June 13, 1906.

Mr. J. Rothschild,

Secretary C. A. R. R. O., City.

Dear Sir: In reply to your letter of June 11th, relative  
by the St. Louis Division of the Central As-  
surance Railroad Officers at meeting held June 8th;  
I advise that these companies can not consistently  
follow the recommendations of the Association. Please  
be governed accordingly.

Respectfully,

(Signed) J. J. Coakley,  
Superintendent.

Wiggins Ferry Company.

St. Louis, June 12, 1906.

Mr. J. Rothschild,

Secretary C. A. R. R. O., City.

Dear Sir: Yours June 11th, subject, Supervision of Scales  
by the Merchants' Exchange.

Under existing conditions the Wiggins Ferry Co. can not  
comply with the recommendations of the Central Association,  
of which fact please give necessary notice.

Yours truly,

(Signed) Geo Hannauer, Supt.

Mr. Taussig: We can not take any action in this matter  
and move that the matter be tabled.

Mr. Somerville: I would like to ask if the Wiggins and  
Terminal will not give us a proposition if they won't abide  
by the recommendation of the Association.

Mr. Taussig: I am not in favor of making any special  
arrangement other than those provided for in the tariffs.

Mr. Fitzpatrick: I understand the matter is grinding in

another direction and will probably come up through the Traffic Departments.

Mr. Hannauer: Mr. Taussig is putting carload freight somewhat in the class of merchandise or less than carload freight. It has always been the custom to allow terminal lines a charge for handling this warehouse freight. If some one else is going to handle the subject of checking train track deliveries I would say Mr. Taussig's suggestion is in order, and therefore second his motion to lay the matter on the table.

Mr. Moore (Frisco) In connection with the original resolution, we did not have a full representation at the time it was passed.

Mr. Hannauer: We feel when we attempt anything we should do it right or not at all. We could do it in a slipshod manner and not give the protection that is intended, and do that at the cost of a few hundred dollars per month, but to do it right we would have to put on quite a few men. We feel that is the only way we could undertake it, and that is hardly possible from our present team track business. The Wabash has very few cars to deliver for others, and has, in fact, rates that double or treble ours. You can do that class of work out of those rates, but the fact is that our rates are so low on that class of business that much of our team track business does not pay the interest on the value of the property that the ground is taking up. We deliver any quantity at \$1.00 per car, and our maximum on this side of the river is \$2.00, and that forms a goodly percentage of our team track business at St. Louis, and we simply can not afford to increase our team track expense further.

Mr. Pratt: Both the Wiggins and Terminal R. R. Ass'n are final delivering lines in St. Louis, and they do get a proportion of the through rate and the railroads feel that they are entitled to the same protection on the delivery of cars that are delivered to them for delivery on the team tracks; that trunk lines afford to them on cars that they originate.

Chairman: That does not seem to be an unreasonable proposition.

Mr. Coakley: I see those roads that have not spent a dollar for team track facilities here are very liberal toward the Terminal, who have spent millions of dollars, to use their team tracks and furnish additional yard clerks without paying additional revenue. We get nothing for putting freight on team tracks. We merely get our revenue for hauling across the bridge.

Chairman: I suggest that we have the east side agents give their views as to the number of claims that result on account of failure of the terminal lines to check this freight.

#### **B. & O. S-W.**

Mr. Grice: We have claims, lots of them, and when it comes to the question of one of these cars that are delivered on team track over here, we have nothing to indicate the condition of the lading when it was delivered.

Mr. Hannauer: The out-turn check does not necessarily obviate the claim; it would seldom do that. The out-turn weight would simply verify it.

#### **C. & A. Ry.**

Mr. Pratt: Our experience is somewhat similar to the B. & O. We feel that we are entitled to the protection of the delivering line on account of clear receipt being given at point of origin as well as on the ground of the compensation that the delivering line receives as the final carrier. Furthermore, we give them protection on freight that they originate.

#### **C. B. & Q. Ry.**

Mr. Somerville: We have a large number of grain claims in connection with deliveries made on the Terminal, which

frequently is a question of weight. Mr. Somerville cited one particular case he had in mind.

**C. P. & St. L.**

Mr. Brown: I have noticed quite a number of claims for damage and loss of freight delivered on team track on the west side of the river on account of no check being taken. The goods may have checked out of the car all right, and about the time the teamster reaches consignee's warehouse goods may have been lost off the wagon.

**C. C. C. & St. L.**

Mr. Harris: I am in no position to say to what extent we have had claims on this account, but we have had more or less. We have no protection whatever on west side team track deliveries. Mr. Harris mentioned one case as an example.

**I. C. R. R.**

Mr. Rhedmeyer: We have quite a few claims, particularly on Government goods which arrive under United States seals. We have about one a month with the Terminal and also on inbound perishable freight—very unsatisfactory delivery. We have some cases where they load team track freight in the rain, no notation made on the receipt, and, of course, our Commercial office issues a clear bill of lading.

**M. & O. R. R.**

Mr. Pollard: We have had some claims, some large ones. I have in mind a car of bananas. Consignees put in claim and entered suit for the entire value of the shipment. The

Terminal were not able to tell the M. & O. whether any of the bananas had been taken out of the car or not. Our attorney advised us to pay the claim. There is a principle involved in this outside of the actual loss. In receiving freight for prepay stations it is at the risk of the consignee, but we are not able to put that into effect here.

**Vandalia R. R.**

Mr. Fitzpatrick: Our experience is about the same as the other roads. We have had a number of claims. Every time a claim comes in we are up against it.

**Southern Ry.**

Mr. Walker: Not handling to any extent class of traffic requiring team track delivery, we do not have many of these claims. With the few we have had we were unable to get the out-turn check of the car.

**T. St. L. & W.**

Mr. Kelly: Our experience has been about the same as the other roads. There is no attention paid to cars placed on tracks of the Terminal or Wiggins for delivery, and it is easily possible for persons having no interest whatever in the freight to secure it, and it is likewise an easy matter for the drivers to dispose of freight that they receive out of cars, and the real consignees would not be in position to know themselves whether the freight was actually hauled from the car.

**Wabash R. R.**

these lines when deliveries are made on terminal team tracks. There was a time when we had considerable of this business and always received claims for losses. There is no check on the business whatever.

**St. L. S. W. Ry.**

Mr. Calvert: This Company does not handle a great amount of that class of traffic. I have one claim, however, for \$200.00 on goods delivered over here without a check. The Merchants' Exchange, as I understand the arrangement, proposes to furnish the railroads with a certificate from their Bureau certifying that the weight as claimed by the consignee removing the freight from the car is correct. They propose that the weigh masters in charge of the scales shall be under their jurisdiction and that we will get absolutely accurate weights on bulk freight.

Chairman: You have all heard the Agents' criticism, and it seems perfectly plain that it is a very important question, and that the Terminal and Wiggins should be induced in some way to co-operate with us.

Mr. Hannauer: I suggest that you go over the roll once more now and ascertain if the roads would be willing to prorate the expense, based on the number of tons or cars handled.

It was not deemed advisable to put this question.

Mr. Hannauer: Let me suggest that the original committee be continued and report at the next meeting a scheme whereby this service can be inaugurated and prorated on a tonnage basis among the lines that are benefited thereby.

Mr. Taussig: I withdraw my motion.

Mr. Hannauer: I withdraw my second to it.

Chairman: If it is agreeable we will continue that Committee and add Mr. Hannauer to it.

This arrangement was agreeable to all present.



**Carding of Cars to be Loaded at Industries.**

Secretary reads the following letter at request of President Ryder:

The Chicago & Alton Railway Company.

East St. Louis, Ill., July 26, 1906.

Mr. E. R. Ryder,

Superintendent, Bloomington, Ill.

I am enclosing herewith letter from Mr. Rothschild, dated July 13th, with reference to the carding of cars on orders. I understand the principal object of this is to indicate to the inspectors, the condition of the cars are to be loaded, so that they may be of fitness, for such loading.

We receive from the Wiggins and Terrell the commodity with which the cars are loaded. The commodity is this so of the Terminal. In connection with this, we are compelled to make out a way-

bill showing all the information, which makes a double writing on every car furnished on orders. Frequently we have calls to deliver cars in bunches from 10 to 50, therefore it entails a great deal of work on the Yard Clerk to accomplish same. However, in the future, we will show all information called for on the card, and we will endeavor to follow out the instructions literally.

In connection with this, I feel that a great deal of labor could be saved and the matter could be simplified considerably if these cards could be made of a little lighter paper, and furnished in duplicate, so that carbon could be used, two copies made at one writing, one to be used for the way-bill, and the other for the car cards.

Yours truly,

(Signed) W. Pratt, Agent.

After some discussion of the matter, indicating that Mr. Pratt's suggestions were good ones, Chairman remarked: "I would suggest that the Agents take this up through their own Association, and I feel sure that the Central Association will approve any recommendation that they may make."

The Secretary was also instructed to have the printer furnish samples of Empty Car Cards that could be filled out in duplicate.

### **Assessment of Car Rental.**

Secretary reads:

Local Freight Agents' Association of St. Louis, Mo.  
E. St. Louis, Ill., Aug. 8, 1906.

Mr. J. Rothschild.

Sec'y Cent. Ass'n R. R. Officers,  
St. Louis, Mo.

Dear Sir: I was directed at our meeting yesterday to take up with your Association the question of Car Rental. The lines at St. Louis are not making a uniform charge. In most cases the charge is \$2.00, but some lines are charging actual per diem on internal switching, and \$1.20 when for delivery on the rails of other lines.

A majority of the roads present favored a \$2.00 charge in all cases, and to include system cars when loaded for internal handling.

Will you kindly advise the wishes of your Association at an early date?

Respectfully,

F. W. BROWN.

Secretary.

Mr. Taussig: As far as we are concerned I can not act in the matter. Car Rental charge on the Wabash is included in the tariff issued by our Traffic Department.

Mr. Hannauer: Matters of per diem, which include car rental, are in the hands of the Per Diem Committee of the Managers' Association, and I believe you will remember some two years ago they asked us to keep our hands off. I suggest we reply in this way to the Local Freight Agents' Association or refer their communication to the Per Diem Committee of the Managers' Association, who have entire charge.

It was decided to refer the matter to the Per Diem Committee of the Managers' Association.

**Report of Committees.**

**of Placing Embargoes in the Terminals.**

Time was granted further time.

I move that we adjourn.

I second the motion.

adjourned at 12:45 p. m.

President.

J. ROTHSCCHILD,

Secretary.

## KANSAS CITY DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Kansas City Division  
of the Central Association of Railroad Officers held at the Coates  
House, Kansas City, Mo., Monday, August 13th, 1906.**

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The meeting was called to order at 2:00 p. m. by the President, Mr. J. P. Cummings, with the following representatives present:

A. T. & S. F. Ry.....	H. W. Sharp.....	Supt.
C. & A. Ry.....	W. M. Corbett.....	Supt.
C. B. & Q. Ry.....	J. P. Cummings.....	Supt.
C. G. W. Ry.....	J. H. Lyman.....	Genl. Agent.
C. M. & St. P. Ry.....	Not represented.	
C. R. I. & P. Ry.....	G. W. Rourke .....	Supt.
K. C. Southern Ry.....	Not represented	
M. K. & T. Ry.....	Not Represented.	
Mo. Pac. Ry.....	C. E. Carson.....	Superintendent.
St. L. & S. F. Ry.....	J. E. Hutchison.....	Supt.
Un. Pac. R. R.....	Not Represented.	
Wabash R. R.....	R. L. Milton.....	Agent.
Kansas City Belt.....	Not Represented.	

K. C. N. W. R. R.....R. P. Isitt.....Agent.  
L. K. & W. Ry.....Not represented.  
Q. O. & K. C. R. R.....Not Represented.  
St. J. & G. I. Ry.....C. E. Hedrix.....Trainmaster.  
Mr. F. W. Trapnell Chief Interchange Insp., Kansas City, Mo.

President: The minutes of the last meeting have been printed and sent out. If there are no objections they will stand approved as printed. There being none, it is so ordered.

#### **Unfinished Business.**

##### **Reclaim on Cars Containing L. C. L. Freight.**

Secretary: The question of reclaim on cars containing L. freight was held over from the last meeting to ascertain whether or not there is a ruling covering by the Arbitration Committee. I am unable to find anything except this:

If a road handles a car between the junction of another road and a point on its line in a switching district under a special switching arrangement with the shipper or consignee, under such circumstances is the switching road entitled to a reclaim on the long-haul road for the agreed allowance at that point?

The answer of the Arbitration Committee is "No."

President: This matter was brought up, gentlemen, by a letter from Mr. Corbett, and the letter was read at the last meeting. It was decided at the last meeting that the Secretary ascertain whether or not the Arbitration Committee had passed upon such a question. The Secretary advises that he was unable to find anything except what you have just heard read, and that does not appear to apply on the matter. What shall we do with Mr. Corbett's letter?

Mr. Carson: How is it being handled at the present time? Is there any reclaim allowed?

President: At the time Per Diem Rules went into effect it was the custom to deliver merchandise in cars, but now the greater part of the freight is delivered by team in Kansas City; on that delivered by car the receiving line is not allowed reclaim or switching charge.

Mr. Corbett: I move that effective September 1st, the receiving line be allowed regular switching reclaim of five days on cars loaded with local freight delivered in cars for connecting line freight house.

Mr. Hutchinson: I second the motion.

Motion lost.

### **Reports from Committees.**

#### **Pneumatic Tube Committee.**

President: We are to have a report from the Pneumatic Tube Committee.

Mr. Sharp: It will be necessary to have further time, Mr. President.

President: If there are no objections, the Committee on Pneumatic Tube question will be given further time. There being none, it is so ordered.

#### **Revision of Rules Committee.**

President: The next is report from the Revision of Rules Committee.

Mr. Sharp: We will have to ask for more time on that, too, Mr. President.

President: If there are no objections further time will be granted.

**Reading of Correspondence.**

**Increase in Working Fund.**

Secretary: Here is a letter from Mr. Erastus Young, addressed to Mr. J. P. Cummings, President.

With the understanding that you are the President of the Kansas City Division of the Central Association of Railroad Officers, I desire to say that the Auditing Committee, which examined the accounts of Treasurer Garrigues on March 27th last, recommended that his working fund be increased from \$357.30, at which figure it now stands, to \$600.00, in order that settlements might be made promptly. It has also been suggested that he give a surety bond for \$1,000.00 in order to protect the Association.

I concur in the foregoing, and if the Association decides to do that the Union Pacific will pay its proportion of the assessment made necessary, with the understanding, however, that bond will be given, in order that all lines may receive proper protection.

I will say that the working fund has been increased three or four dollars by interest on the banking account.

President: There are two propositions in Mr. Young's letter: one is, increasing the working fund and the other is requiring the Treasurer to give surety bond for \$1,000.00.

Secretary: A working fund was approved by the Association a year ago last June, an assessment being made on the 12 roads, members of the Interchange Agreement, for an amount equal to the salaries of the Chief Inspector and his assistants for one month, which at that time was \$355.00. Special assessment was made against the twelve roads for the \$355.00. Since that time the salary of one of the Inspectors has been increased ten dollars, and besides that there are other expenses of the Interchange Association amounting to \$25.00 or \$30.00 per month. In addition to that the ex-

pense of the Central Association proper, composed of 17 roads, runs to about \$60.00 per month. We have never been able to pay the entire Inspection Force until about the middle of the month. If this recommendation prevails we will be able to pay the salaries on the first of the month. \$600.00 will cover the whole business.

President: In order to adopt the recommendation of the Auditing Committee, it will be necessary to make an assessment of about \$5.00 on each of the 17 roads, members of the Central Association, and about \$15.00 each additional on the 12 roads, members of the Interchange Inspection Agreement.

Mr. Rourke: I move that the Treasurer be instructed to draw on each line for their proportion \$5.00 from each of the 17 lines, members of the Central Association, and \$15.00 additional from the 12 lines, members of the Interchange Inspection Agreement, to make a working fund equal to about \$600.00.

Mr. Hutchison: I second the motion.

Carried.

#### **Requiring the Treasurer to Give Surety Bond.**

President: It is also recommended by the Auditing Committee that the Treasurer be required to give bond for \$1,000.00.

Mr. Hutchison: I move that the Treasurer be required to give bond for \$1,000.00 to the President of the Association or his successor in office, and that the premium be paid by the Association.

Motion seconded, put to vote and carried.

#### **Notice of Refusal to Transfer Cars.**

Secretary: I have a letter from Mr. A. D. Bethard, Sup't



Trans. M. K. & T., at Denison, Tex., under date of August 1st, as follows:

I have today given the A. T. & S. F. notice that we not transfer their equipment when they have more of our cars than we have of theirs, but we will transfer whenever the interchange is equal, or when we have more of their cars than they have of ours. It is necessary for the Central Association to notice, please do so.

It seems that there is no action necessary on Association, however, it might be well to insert in the minutes.

#### **Interchange Inspection.**

#### **Schedule for Transferring Bad Order Cars.**

Secretary: I wrote the members and suggested that the schedule for transferring Bad Order cars be made effective August 1st.

Mr. Hutchison: I move that the suggestion of the Secretary that the schedule of prices for transferring Bad Order cars be made effective August 1, 1906, be approved, and that the rule is hereby made effective August 1st.

Motion seconded, put to vote and carried.

#### **Proceedings of Meeting of Standing Committee on Interchange Inspection, held at Office of the Secretary, Tuesday, August 7, 1906.**

There were present:

Mr. J. P. Cummings.....Supt. Terminals.....C. B. & Q. Ry.  
Mr. J. S. Adsit.....Superintendent...C. M. & St. P. Ry.  
Mr. H. N. Calderwood...G. F. C. D.....A. T. & S. F. Ry.  
Mr. C. L. Peebles.....G. F. C. D.....Un. Pac. R. R.  
Mr. F. W. Trapnell.....Chief Interchange Inspector.

The minutes of the last meeting were read and approved.

Inspector Trapnell's monthly letter of July 2d was read and acted upon as follows:

#### **Cars Set Back for Penalty Defects.**

The attention of the Association is called to the increase in the number of cars set back for penalty defects. The inspection seems to be too close in many cases of high and low couplers.

The Committee recommends that the roads take up the matter with their inspectors individually.

#### **Transferring Cement.**

Inspector requested ruling as to whether transfer order should be given on cement loaded in heavy sacks. The non-transferable list shows cement in bags. It is the Committee's opinion that cement in sacks should be treated the same as cement in bags.

#### **Transferring Bath Tubs.**

Inspector Trapnell advised that he declined to give an order to transfer a car of bath tubs properly crated. As this commodity does not appear in the non-transferable list, his action was approved by the Committee.

#### **Statement of Business Handled.**

	June 1906	June 1905	Increase Decrease	May 1906	Increase Decrease
Cars received .....	64738	62242	Inc. 2496	64969	Dec. 231
Defect cards issued.....	1082	969	Inc. 113	1142	Dec. 60
Defect cards cancelled.....	30	36	Dec. 6	41	Dec. 11
Transfer orders issued.....	190	362	Dec. 163	175	Inc. 24
Pieces of correspondence.....	931	532	Inc. 399	836	Inc. 95

Inspector Trapnell's monthly letter of August 3d read and acted upon as follows:

**Cars Set Back Account Defective Safety Appliances.**

Report showed a further increase over the July report. It is Inspector Trapnell's recommendation that train inspectors should pay more attention to inspection for penalty defects and mark cars to repair tracks instead of letting them go to connecting line. The Committee makes this recommendation to the Association.

Recommendation is also renewed in regard to high and low couplers. A great many apparent cases of this kind being due to the condition of the track. It is recommended that the inspector should take into consideration the surface of the track when inspecting cars for high or low couplers.

**Cost of Six Months' Supply of Bad Order Cards.**

Inspector's report shows that six months supply of Standard bad order cards has been obtained at a total cost of \$80.50, making an average of about \$1.12 per month for each line.

**Uniform Inspection Sheet.**

Inspector's recommendation that a uniform sheet for inspection of cars be adopted and furnished by the Association concurred in and recommended to the Association.

**M. C. B. Rules and Decisions.**

The Secretary was instructed to obtain a copy of Proceedings of the M. C. B. Convention, and six copies of M. C. B. Rules.

### **Transferring Lumber.**

Inspector's action in refusing to issue a transfer order for a car of rough lumber dressed on one side approved.

### **Statement of Business Handled.**

	July 1906	July 1905	Increase Decrease	June 1906	Increase Decrease
Cars received .....	74207	71280	Inc. 2918	64738	Inc. 9469
Defect cards issued.....	1046	879	Inc. 167	1082	Dec. 36
Defect cards cancelled.....	36	53	Dec. 17	30	Inc. 6
Transfer orders issued.....	250	315	Dec. 65	190	Inc. 51
Pieces correspondence handled	807	521	Inc. 286	931	Dec. 124

There being no further business, the meeting adjourned.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
Chairman.

Secretary: I would suggest that the Chief Interchange Inspector include in his monthly statemen of business handled, the number of cars set back for penalty defects, giving the roads.

Mr. Trapnell: I am having my clerk keep a record of the cars and roads, so can very easily include it in my monthly letter.

Mr. Hutchison: I move that the report of the Standing Committee be approved.

Mr. Corbett: I second the motion.

Secretary: In regard to the Committee sustaining decision of Chief Interchange Inspector Trapnell declining to give transfer order on car of lumber, I will say that the matter has also come up in a letter from Mr. Corbett, of the C. & A., as to whether lumber dressed on one side is finished lumber. Mr. Trapnell's decision was made upon the term "finished." He procured from some lumber firms the definition of the term "finished lumber" and found that it covered lumber

finished ready to go into a building without further dressing, such as dressed on both sides, matched lumber, etc.

1. The Standing Committee decided the question on case in particular. Lumber dressed on one side is lumber and is transferable.

Is There is another part of the report in regard to sacks. It occurs to me that sacks and bags as used are synonymous terms. The Standing Com-

to vote and carried.

I cannot authorize for our proportion of the sheets for inspection of cars until I submit our officials.

We will hold that part of the report in abeyance until we hear from the Santa Fe in regard to expense of uniform sheets for inspection of cars.

#### **On Giving Notice of Non-Observance of Certain Rules.**

Resolution No. 35.—Local Per Diem Rules, Kansas City Belt.

Resolution No. 36.—Embargoing Switching Traffic, A. T. & S. F., C. G. W., and Mo. Pacific Rys.

Resolution No. 21.—Car Rental, St. L. & S. F. Ry. (will not surrender car rental collected to car owner.)

Interchange Inspection Agreement, K. C. Belt, K. C. N. W., L. K. & W., Q. O. & K. C., and St. J. & G. I.

Mr. Corbett: I move that we adjourn.

Mr. Rourke: I second the motion.

Carried.

Date of the next regular meeting September 10, 1906.

B. H. GARRIGUES,

Secretary.

J. P. CUMMINGS,

President.

**LOUISVILLE DIVISION.**

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No meeting.

— 832 —

**DETROIT DIVISION.**

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No meeting.

**DENVER DIVISION.**

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Denver, Colo., Aug. 15, 1906.

Mr. O. G. Fetter,  
Secretary, Cincinnati, Ohio.

Dear Sir: This is to advise that the Denver Division of  
the Central Association of Railroad Officers will hold no meet-  
ing in the month of August.

Yours truly,

**E. E. HILL.**  
Secretary.



### OMAHA DIVISION.

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Mr. O. G. Fetter,  
General Secretary, Cincinnati, O.

Dear Sir: At the meeting of Omaha Division called for  
this date the following was the representation:

C. M. & St. P. Ry.....	J. H. Foster.....	Supt.
C. St. P. M. & O. Ry.....	F. E. Nicoles.....	Supt.
Union Stock Yards Co....	J. H. Brady.....	Supt.
Wabash R. R. Co.....	*M. G. Carter.....	Trainmaster.

\*Representing Mr. Richard Doyle.

Not being sufficient members to form a quorum. meeting  
postponed until September 19, 1906, at 2:00 p. m.

J. R. DEWAR.

Secretary.







✓  
**Central Association**

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# **Railroad Officers Proceedings.**

 **September.** 

**Cincinnati Division.**

**Indianapolis Division.**

**Columbus Division.**

**Toledo Division.**

**Denver Division.**

**Peoria Division.**

**St. Louis Division.**

**Kansas City Division.**

**Louisville Division.**

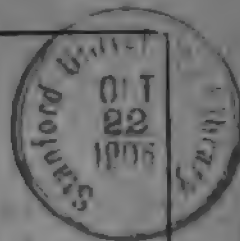
**Detroit Division.**

**Omaha Division.**



**1906.**

**C. J. Krehbiel & Co., Printers,  
Cincinnati, O.**





CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

SEPTEMBER.

PAGE		
837	CINCINNATI DIVISION . . . . .	Sept. 6th.
846	INDIANAPOLIS DIVISION . . . . .	No Meeting.
847	COLUMBUS DIVISION . . . . .	No Meeting.
848	TOLEDO DIVISION . . . . .	Sept. 20th.
852	PEORIA DIVISION . . . . .	No Meeting.
853	ST. LOUIS DIVISION . . . . .	Sept. 14th.
885	KANSAS CITY DIVISION . . . . .	No Meeting.
886	LOUISVILLE DIVISION . . . . .	No Meeting.
887	DETROIT DIVISION . . . . .	Sept. 28th.
889	DENVER DIVISION . . . . .	No Meeting.
890	OMAHA DIVISION . . . . .	Sept. 10th.

1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI

# DIRECTORY

Officers of the Central Association of Railroad Officers and its Various Divisions

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J. W. MULHERN .....1st Vice-President.  
F. S. RAWLINS.....2d Vice-President.  
O. G. FETTER.....General Secretary-Treasurer.

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J. E. MERION (Indianapolis Div.)	W. B. WOOD (Columbus Div.)
E. RYDER (St. Louis Div.)	D. S. SUTHERLAND (Detroit Div.)
OTTO SCHROLL (Toledo Div.)	F. S. RAWLINS (Kansas City Div.)
BRENT ARNOLD (Cincinnati Div.)	E. STENGER (Denver Div.)
B. C. MILNER (Louisville Div.)	

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W. G. BAYLEY.....	"	Columbus
R. S. QUIGLEY.....	"	Toledo
M. D. SCHAFF.....	"	Peoria
E. RYDER.....	"	St. Louis
J. P. CUMMINGS.....	"	Kansas City
B. W. TAYLOR.....	"	Louisville
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JULIUS ROTHSCHILD.....	"	St. Louis
B. H. GARRIGUES.....	"	Kansas City
J. C. LOOMIS.....	"	Louisville
E. S. MAXWELL.....	"	Detroit
E. E. HILL.....	"	Denver
J. R. DEWAR.....	"	Omaha

### **CINCINNATI DIVISION.**

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Called meeting of Railroads, members of the Cincinnati Car Service Association, Sept. 6, 1906.

Meeting convened 11:00 a. m. with Mr. J. C. Hagerty acting as Chairman. Present:

J. C. Hagerty.....	B. & O. S-W.....	Superintendent.
J. R. Kearney.....	B. & O.....	Supt. Car Service.
R. C. Barnard.....	P. C. C. & St. L.....	Superintendent.
S. C. Matthews.....	P. C. C. & St. L.....	Div. Frt. Agt.
Clay Rockwell.....	C. L. & N.....	Auditor.
J. A. Gordon.....	C. H. & D.....	Gen'l Supt.
T. A. Sweeney.....	C. H. & D.....	Superintendent.
D. E. Spangler.....	N. & W.....	Supt. Trans.
G. P. Johnson.....	N. & W.....	Superintendent.
W. A. Garrett.....	C. N. O. & T. P.....	Gen'l Manager.
C. E. Rickey.....	C. N. O. & T. P.....	Superintendent.
Mr. Appleton.....	A. C. & I.....	

It was explained that the purpose of the meeting was to consider the test case of the new car service rules brought by the Ohio Shippers' Association before the Railroad Commission, set for hearing September 18th, and also to consider such other subjects as might be brought before the meeting.



It was resolved, that as a meeting of the legal representatives of each line interested had been called to convene at Columbus, O., Sept. 7th, at 10:30 a. m., that each line in the Cincinnati Car Service Association territory see that its legal representative attend the Columbus meeting and report the line of defense agreed upon.

**Attorneys at Conference Sept. 7th to be Furnished with Information.**

It was further resolved, that Messrs. Conners, McCarty and Bayley be asked to confer with the attorneys at their meeting Sept. 7th, and that they give the attorneys full information relative to the Prall practices and explain to what extent they have been adopted in the State of Ohio, so that the attorneys can determine whether they shall be brought before the Commission as a part of the recently adopted uniform rules.

It was resolved, that Messrs. Conners, McCarty and Bayley be furnished by the Car Service Managers with all the information they can secure showing the workings of the forty-eight hour rules in the East, or wherever they have been in effect, and also give what data they can as to the shippers that are working under the forty-eight hour rules without incurring demurrage at the present time; this for use in the case before the Railroad Commission.

**Application of Car Service Rules to Certain Corporations and Industrial Plants.**

Resolved, That the Secretary be and is hereby instructed to transmit to the lines members copies of proceedings of a special meeting of the roads members of the Columbus Car Service Association, held at Columbus, O., on August 24, 1906, which embody the recommendations of the Committee, of which Mr. J. J. Turner was Chairman, with respect to the

application of the uniform car service rules to certain industrial plants, which recommendations were accepted and approved by the lines in the Columbus Association, and further it was

Resolved, That it is the sense of this meeting that similar action be taken by the roads in the Cincinnati Car Service Association territory.

It was understood that a vote would be taken by letter ballot and the result reported at a meeting to be called for September 12th, at 11:00 a. m., in the office of the Manager of the Cincinnati Car Service Association, No. 10 Carew Bldg., Cincinnati, O.

#### **Uniformity of Car Service Rules Throughout the Country.**

After considerable discussion it was

Resolved, That it is the sense of the members of the Cincinnati Car Service Association that the National Association of Car Service Managers be requested to agree upon uniform car service rules and present same to the various associations with view of having similar car service rules throughout the country.

Meeting adjourned at 1:25 p. m.

J. C. HAGERTY,

Chairman.

O. G. FETTER,

Secretary.

---

Called meeting of members of Cincinnati Car Service Association September 12, 1906.

Meeting convened 11:15 a. m. with Mr. J. C. Hagerty in the Chair. Present:

J. C. Hagerty.....B. & O. S-W.....Superintendent.  
M. A. Neville..... .... C. C. C. & St. L.....Superintendent.  
T. A. Sweeney..... C. H. & D.....Superintendent.  
G. H. Waldo.....C. H. & D.....Supt. Car Service.  
Clay Rockwell..... C. L. & N.....Auditor.  
E. P. Goodwin..... C. & O.....Superintendent.  
W. T. Wolff..... P. C. C. & St. L.....Special Agent.  
R. C. Barnard..... P. C. C. & St. L.....Superintendent.

Visitors: Mr. W. M. Prall, Commissioner, Pittsburgh Car Service Association.

The following subjects were considered and disposed of as hereafter shown:

### **Application of the So-Called Fifty Percent Plus Rule to the Territory of the Cincinnati Car Service Association.**

It was announced by Mr. Fetter that only a few replies had been received to his request for a reply to letter ballot on this subject, sent out on Sept. 6th, as per resolution of meeting of that date. The representatives of the lines present stated that their lines were willing to adopt and work under this method or rule at all points along their lines in this territory.

Mr. Prall explained the application of this fifty percent plus rule and the benefits accruing under same as demonstrated at Pittsburgh and surrounding territory.

Considerable discussion was centered on the question of proposed adoption of certain rules and instructions as embodied in Supplement 1 to Rules and Instructions to Agents,

issued by the Pittsburgh Car Service Association, taking effect May 10, 1905. It was finally

Resolved, That it is the sense of this meeting that the publication of the Supplement to the Rules and Instructions to Agents, in effect July 1, 1906, as published by the Pittsburgh Car Service Association, is unnecessary in the territory of the Cincinnati Car Service Association.

**Promulgation of Possible Exceptions to the Car Service Rules.**

Resolved, That this fifty percent plus proposition, or any other rules applicable to this Association, outside of what is contained in the Rules and Instructions to Agents, adopted to become effective July 1, 1906, and which went into effect Sept. 1, 1906, be referred to the Standing Committee of this Association with a copy of Supplement No. 1 to Rules and Instructions to Agents of the Pittsburgh Car Service Association, in effect May 10, 1905, they to work out rules applicable to this Association so they may be submitted to the various lines in interest.

It was understood by the members present that the jurisdiction of Mr. Prall for ninety days extended only to the United States Steel Corporation plants, and not to any other industries.

It was understood that the Standing Committee would also take up the question of uniform car service rules for the country at large, this to be attempted through the American Railway Association, as the National Association of Car Service Managers lacked the authority from the nature of their organization to take any effective steps in this direction.

Meeting adjourned 12:35 p. m.

J. C. HAGERTY,  
Chairman.

O. G. FETTER,  
Secretary.

Minutes of a meeting of the Standing Committee on Car Service, held Sept. 21st, at the office of the Manager, Cincinnati, O.

Representation was as follows:

J. R. Kearney.....B. & O. S-W. R. R...Supt. Car Serv.  
C. E. Pierret.....B. & O. S-W. R. R. C. C. to Gen. Supt.  
W. T. Wolff.....P. C. C. & St. L. Ry.....Special Agt.  
E. P. Goodwin.....C. & O. Ry.....Superintendent.  
M. A. Neville.....C. C. C. & St. L. Ry.....Supt.  
G. P. Johnson.....N. & W. Ry.....Superintendent.  
Brent Arnold .....L. & N...Represe'd by Mr. Fetter.  
J. A. Gordon.....C. H. & D. Ry.....Gen. Supt.

Mr. Fetter was appointed Chairman of the meeting, and he stated that the object of the meeting was to discuss and adopt Instructions to Agents under the new car service rules, particularly with relation to the application of the Fifty Percent Plus Rule to certain industries.

After discussion the following resolution was concurred in by all present:

Resolved, That it is the sense of the Standing Committee that a supplement should be issued to the Rules and Instructions to Agents covering the Cincinnati Car Service Association territory, adopted July 1, 1906, effective September 1st, and recommend the following as said supplement.

### **Rules and Instructions to Agents.**

#### **No. 1.**

Where industries are working under a fixed standard for receipts, or receive commodities in cargo lots, the plant is to be rated as to daily capacity, and if service is irregular and

**cars** are bunched, the cars are to be tendered on form provided, for the information of the consignee, who will be held responsible each day for the unloading of one and one-half times the daily consumption.

The acceptance of this rule or the regular forty-eight hour rule shall be optional with the consignee.

**No. 2.**

Where consignees are not working under a fixed standard for receipts, if service is irregular, resulting in bunching, the railroad being responsible, and claim is made with paid expense bills attached, allowances will be made in accord with the service.

**No. 3.**

(a) As the responsibility of the railroad for insurance, under the law, is for only one day, the inference is that, when the physical conditions will so permit, consignees should unload their cars within one day, although the rules allow the day of placement and forty-eight (48) hours from the first 7 a. m. after the car is actually or constructively placed before a charge is made. Therefore, service cannot be irregular or allowances made for bunching when only two cars are placed on one day.

(b) If irregular service or insufficient shifting service results in the delivering of more than two days' shipments in one day, allowances will be made accordingly.

(c) If consignees purchase in the market indiscriminately, taking advantage of the market, the responsibility, where many cars are tendered in one day, is with the consignee.

**No. 4.**

(a) If consignee's tracks are not shifted each day and the railroad has cars for delivery, and the failure to shift would result in the assessment of car service charges on cars constructively placed, the period of delay because of the failure to shift will be allowed as time additional to the regular free time allowed.

(b) Similar allowances will be made where the railroad

agrees to more than one shift per day and fails in carrying out their agreement.

(c) If the consignee's tracks are of limited capacity and the consignee by prompt unloading has unloaded all cars previously delivered, the railroad must fill the track, and if the consignee promptly unloads and request placement of the cars held outside, the railroad failing to furnish the additional shift, the outside cars that could have been placed and unloaded will be allowed one additional day.

No. 5.

(a) When cars are constructively placed the railroads are responsible for the delivery and the consignee for the receipt of the oldest cars first. When possible to do so, the railroads will shift for the consignee certain cars or grades of material, when specific request for their delivery is made in writing.

(b) Consignees accepting the responsibility of ordering newer arrivals in advance of the older arrivals are responsible for the delay to the older cars.

(c) Where railroads, in the absence of specific instructions in writing, deliver newer arrivals in advance of older arrivals, additional time must be allowed to the older cars in accord with the period of delay.

No. 6.

(a) A delivery is the actual placement of a car on the track upon which it is to be unloaded, or the actual delivery of a car on a connection.

(b) Constructive delivery is when the car is tendered, giving car number and initial, that would have been actually placed on the track for unloading, or would have been actually placed on the interchange track, if the conditions of the unloading or interchange tracks had permitted. Cars are not constructively placed, unless tendered to the consignee by car number and initials on regular form provided.

No. 7.

(a) Under Rule 1 A, cars are recorded as released when actually unloaded.

(b) Under the Industrial Rule (1-B) cars are recorded as released when the cars are returned to the interchange tracks designated.

(c) Empty cars placed for loading, under Rule 1-A, are released when actually loaded and proper data for forwarding is furnished to the agent.

(d) Empty cars placed for loading, under Rule 1-B, are recorded released when returned to the interchange tracks and proper data is furnished to the agent of the railroad for forwarding.

No. 8.

Agents must collect car service in accord with the rules, without giving consideration to weather conditions. If claims are made with paid expense bills attached, and investigation shows that the weather conditions during the free time allowed, actually interfered with the unloading of the car or cars, refunds will be authorized.

No. 9.

Reasonable allowances will be made in case of strikes, fires, floods, break down of machinery or other conditions beyond control. The allowances to be made after investigation and in accord with the actual conditions surrounding, inclusive of diligent effort on the part of the consignee or consignor to release the cars, the allowances, if possible, to be made in advance of payment of the charges. Where that can not be done, bills should be paid by the consignee or consignor and claims promptly made, to the end that prompt consideration may be given.

Be it further resolved, that the Manager submit the recommendations of the Standing Committee to the members of the Cincinnati Car Service Association for their approval.

O. G. FETTER,  
Chairman.



**INDIANAPOLIS DIVISION.**

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No meeting.

— 847 —

**COLUMBUS DIVISION.**

                      
meeting.

### TOLEDO DIVISION.

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Regular meeting of the Central Association of Railroad  
Toledo Division, which was called for Thursday, Sep-  
tember 13th, was postponed by request of Mr. R. S. Quigley,  
President, and same was held on Thursday, September 20th,  
at No. 915, Nicholas Building, Toledo, Ohio.

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Meeting called to order at 11:00 a. m., by President R. S.  
Quigley, with the following representation:

C. H. & D. Ry.....	G. H. Waldo.....	Supt. Car Service.
	T. A. Sweeney.....	Superintendent.
	E. F. Holbrock.....	Agent.
C. C. C. & St. L. Ry.....	M. J. Heffernan.....	Trainmaster.
H. V. Ry.....	R. S. Quigley.....	Superintendent.
	W. F. Elrod.....	Supt. Terminals.
L. S. & M. S. Ry.....	G. E. Husted.....	Agent.
M. C. R. R.....	D. S. Sutherland....	Superintendent.
	B. R. Donovan....	Asst. Trainmaster.
P. M. R. R.....	H. E. Meyers.....	Agent.
Penna. Company.....	Otto Schroll.....	Superintendent.
	G. W. Dennison.....	Agent.

T. & O. C. Ry.....	H. E. Speaks.....	Superintendent.
	H. E. Passmore...	Master Mechanic.
T. Ry. & T. Co.....	T. B. Fogg.....	General Manager.
Wabash R. R.....	C. H. Newton.....	Agent.
W. & L. E. R. R.....	A. P. Titus.....	Car Accountant.

The minutes of the previous meeting were read and approved.

The Secretary read a letter from General Secretary O. G. Fetter stating that the Constitution and By-Laws of the Central Association of Railroad Officers was changed at their meeting held at St. Louis, May 28th and 29th, to read that the salary of the General Secretary shall be \$50.00 per month, in place of \$25.00, as heretofore. This action was approved.

The Secretary read a communication from General Secretary O. G. Fetter, of the Central Association of Railroad Officers, stating that Mr. D. S. Sutherland had been appointed member of a Committee to consider matters in connection with freight and passenger stations, engine terminals, economical operation of yards, etc., requesting that the matter be presented at the next regular meeting of the Toledo Division.

This action was approved.

The Secretary read a letter from General Secretary O. G. Fetter stating that Mr. A. P. Titus, Car Accountant, W. & L. E. R. R., of Pittsburgh, Pa., had been appointed Chairman of a Committee on Car Service, and requesting that the matter be presented at the next regular meeting of the Toledo Division. This action was approved.

The Secretary read a communication from General Secretary O. G. Fetter stating that the Superintendents of lines entering Chattanooga, Tenn., had organized a Division of the Central Association of Railroad Officers and making application for membership in the Association.

Mr. G. H. Waldo moved that the Chattanooga Association

be admitted to membership on the same basis as all other Associations.

This motion was seconded by Mr. T. B. Fogg and carried.

The Secretary read a communication from Mr. D. S. Sutherland, Supt. M. C. R. R., notifying all roads as follows:

Toledo, Ohio, Sept. 20, 1906.

To the Central Ass'n of R. R. Officers:—

On account of incorrect information given our General Superintendent by a connecting line at Toledo, the Michigan Central Railroad withdraws from the position taken by Division Supt. Sutherland, that switching charges would be made on cars loaded with coal returned to delivering line for transfer and give notice that from this date they will insist on a switching charge of \$2.00 on each car so returned.

(Signed) D. S. Sutherland.

The Secretary read a communication from General Secretary O. G. Fetter asking for a statement of the number of copies of the Standing Rules and Resolutions which would be required for distribution, and he was instructed to obtain a statement from each road, members of the Association, of the number of copies they would require and report same to the General Secretary.

The Secretary read a communication from Mr. J. R. Horgan, Supt. L. S. & M. S. Ry., stating that he wished to again bring up the question of the returning of bad order cars with coal.

As Mr. Horgan was not present, no action was taken in this matter.

The Secretary presented the question as to whether the Central Association of Railroad Officers has jurisdiction over the placing of various outside stations in the Toledo Car Service Association Territory under Storage Rules.

After considerable discussion it was the consensus of opinion that this matter is one with which the Traffic Departments of the various roads have jurisdiction.

The minutes of the meetings of the Standing Committee on Interchange Car Inspection for the months of June, July and August were read and approved, and the recommendations of the Committee as to the increase in the salary of J. W. Biens, Chief Clerk to the Chief Interchange Inspector, and the removal of the Chief Interchange Inspection quarters to the T. Ry. & T. Company's building were approved.

#### **Messenger Service.**

The Secretary brought up the question of Messenger Service asking for an increase of \$30.00 for the ten (10) messengers on the pay rolls of the Association.

After considerable discussion, on motion of Mr. G. E. Husted the matter was referred to the Local Freight Agents' Association for their recommendation, and report to the Central Association of Railroad Officers at their next regular meeting.

#### **Secretary.**

The Secretary read a letter from M. R. S. Quigley, under date of July 20, 1906, stating that Mr. H. M. Elliott had been elected Secretary of the Central Association of Railroad Officers, Toledo Division, by letter ballot, which was sent out by him July 14th.

This action was approved.

On motion adjourned.

R. S. QUIGLEY,  
President.

H. M. ELLIOTT,  
Secretary.

### **PEORIA DIVISION.**

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Peoria, Ills., Sept. 20, 1906.

Meeting called to order at 9 a. m., Tuesday, September 11, 1906, in room 17, Union Station, Peoria, Illinois, and immediately adjourned until after meeting of the Illinois & Iowa Car Service Association, which latter meeting lasted the entire day.

A. J. ELLIOTT, Secretary.

M. D. SCHAFF, President.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of  
the Central Association of Railroad Officers, held in the Committee  
of the Jefferson Hotel, Friday, Sept. 14th, 1906.**

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The meeting was called to order at 10:30 a. m. In the absence of President Ryder, Vice-President Kearney took the Chair.

The representation was as follows:

B. & O. S-W. R. R.....	H. G. Kruse.....	Train Master.
	J. B. Grice.....	Agent.
C. B. & Q. Ry.....	J. A. Somerville....	Supt. Terminals.
C. & E. I. R. R.....	R. D. Miller.....	Train Master.
	J. H. Stubbs.....	Master Mechanic.
	H. O. Lapp.....	Gen'l Foreman.
C. & A. R. R.....	Wm. Pratt.....	Agent.
C. C. C. & St. L. Ry.....	Hadley Baldwin....	Superintendent.
	R. R. Harris.....	Agent.
C. P. & St. L. Ry.....	A. L. Rossetter.....	Supt. M. P.
	M. J. Buekal.....	R. H. Foreman.
Illinois Central R. R.....	C. R. Westcott.....	Train Master.
	H. C. Pearce.....	Foreman.



	E. L. Hedgecock	C. C. Supt. Machy.
M. K. & T. Ry.....	A. E. Boughner.....	Superintendent.
Missouri Pacific Ry.....	E. F. Kearney.....	Supt. Terminals
M. & O. R. R.....	Not Represented.	
St. L. & S. F. R. R.....	B. W. Moore.....	Supt. Terminals
	S. O. Manning....	Train Dispatch
	G. Rau.....	Foreman Car Dep
I. & B. E.....	Not Represented.	
L. S-W. R. R.....	W. H. Calvert.....	Agent
rn Ry.....	Not Represented.	
K. C. & C. R. R.....	Not Represented.	
T. & E. R. R.....	W. B. Warren.....	Superintendent
Louis Transfer Co...	Not Represented.	
St. L. Nat'l Stock Yds...	J. H. Hohl.....	Supt. Terminals
T. St. L. & W. R. R.....	D. Marks.....	Car Foreman
T. R. R. A.....	Not Represented.	
Vandalia R. R.....	John Fitzpatrick.....	Agent.
Wabash R. R.....	J. E. Taussig.....	Supt. Terminals.
	Eugene Head.....	Car Record Clk.
Wiggins Ferry Co.....	Geo. Hannauer.....	Superintendent.
Cent'l Ass'n of R. R. O...	Chas. Waughop....	Chief Int. Inspr.

\*Represented by H. D. Hughes, C. C.

Secretary: Yes, sir.

**Unfinished Business.**

**Establishing Uniform Car Rental Charge.**

Secretary reads:

Illinois Central Railroad Co.  
Office of the General Agent, St. Louis.

Sept. 4, 1906.

Mr. J. Rothschild,  
Room 212 Union Station, City.

Dear Sir:—I have your letter of August 22d, enclosing copy of letter from Local Freight Agents relative to car rental charges. The Per Diem Committee decided that they had no jurisdiction in this matter, notwithstanding the fact that they had at one time promulgated the rule and fixed the charges. For that reason, when issuing revised rules May 1, 1905, we left the old rule out. This spring the matter was referred to the various traffic associations at St. Louis, with request that they take prompt action. My last advice from them was to the effect that nothing had been done.

Yours truly, (Signed) A. N. Dale.  
Chairman.

Mr. Taussig: I do not think this question of uniform car rental charge comes within our jurisdiction. It is a traffic matter, and I know the traffic officials have the matter in hand. I recommend that the matter be referred to a traffic official of one of the roads here with a view to having action taken.

Mr. Somerville: I move that the matter be referred back to the Local Freight Agents, with advice that we have no jurisdiction, and that they take the matter up with the traffic officials.

Mr. Hannauer: I second the motion.  
Carried.

**Committee on Yards and Terminals.**

Secretary reads:

Central Association of Railroad Officers.

Cincinnati, O., Aug. 20, 1906.

Mr. J. Rothschild,  
Sec'y St. Louis Division Central Association,  
Saint Louis.

Dear Sir:—At the annual meeting of the Central Association of Railroad Officers held in St. Louis last May a Committee on Yards and Terminals, to consider matters in connection with freight and passenger stations, engine terminals, economical operation of yards and suburban service, was appointed. Mr. J. E. Taussig, member of your Division, is the Chairman of this Committee. The Cincinnati, Toledo and Peoria Divisions are also members of this Committee, and they have each been requested to render their representatives on this Committee all the assistance possible. It is necessary that this Committee make its report not later than May 18th. Will you kindly lay this matter before your Division at its next regular meeting, and prepare as an Association to render Mr. Taussig all the assistance possible in preparing his report? Please advise me promptly after your next regular meeting what assistance, or what arrangement, was made to assist your representative in this matter.

Yours very truly,

(Signed) O. G. Fetter.

General Secretary.

Mr. Taussig: I have this matter up with the members of the Committee, and have addressed a letter to President Waite, suggesting that the question of hump yards be taken up, that is, the operating side of hump yards. I have also addressed letters to some of the Superintendents, who are operating hump yards. The matter is being taken in hand.

Chairman: We will be glad to render Mr. Taussig any assistance possible, and the Secretary can so notify Mr. Fetter.

**Committee on Car Inspection, etc., etc.**

Secretary reads:

Central Association of Railroad Officers,  
Cincinnati, O., Aug. 14, 1906.

Mr. J. Rothschild,

Sec'y St. Louis Division Central Association, Saint Louis.

Dear Sir: At the annual meeting of the Central Association of Railroad Officers held in St. Louis last May a Committee on Interchange, covering car inspection, car transfer and the handling of cars with defective safety appliances was appointed, to consist of one member from the Cincinnati Division, and one from Detroit and one from St. Louis Divisions. Mr. E. P. Goodwin, Sup't of the C. & O. Ry., Covington, Ky., is Chairman of this Committee. Mr. Geo. Hannauer, Sup't The Wiggins Ferry Co., is your representative on this Committee. It is necessary that this Committee make its report not later than May 18th. Will you kindly lay this matter before your Division at its next regular meeting, and prepare as an Association to assist Mr. Hannauer in the collection of all the data possible, that he may lay it before the Committee at the call of the Chairman of the Committee? Please advise me promptly after your next regular meeting what assistance, or what arrangement, was made to assist your representative in this matter.

Yours very truly,

(Signed) O. G. Fetter,

General Secretary.

Chairman: We will ask the Secretary to say to Mr. Fetter that we will render Mr. Hannauer all the necessary assistance in the matter.

Mr. Hannauer: Do I understand that as the representative of this Division I have the right to address letters to all Superintendents and ask them for their views?

Chairman: Certainly.

**Carding Cars to be Loaded at Industries.**

Secretary reads the following letter with reference to revising the empty car card:

Local Freight Agents' Association  
of St. Louis, Missouri.

East St. Louis, Ill., Sept. 12, 1906.

Mr. J. Rothschild, Sec'y Central Ass'n of R. R. Officers,  
Saint Louis.

Dear Sir:—Referring to your communication of the 31st ult. to our President, Wm. Pratt, enclosing a sample of the manner in which Buxton-Skinner propose to furnish duplicate empty car cards.

I enclose herewith form of card, which this Association would recommend as covering all the requirements for way-bill and car card combined to be furnished with two fly leaves.

Respectfully, (Signed) F. W. Brown.

Secretary.

Empty Car Card
and
Way Bill.
No.....
Chicago & Alton Ry.
to
..... R. R.
via
.....
Car. No..... Initial.....
Date .....
To be Loaded by.....
At .....
With .....
For .....
Order Nos. ....
.....
This card is to be used only for empty cars furnished on orders.

Mr. Taussig: This question is up to the Accounting Officers, and a Committee on Uniform Method of Handling Switching Charges, Switching Service, etc., has been appointed. Our Auditor of Freight Accounts is Chairman, and I have assisted him in some ways in getting up the standards.

Chairman: Do you mean that this matter is up before the American Railway Association?

Mr. Taussig: No, sir.

Mr. Hannauer: The point of the gentleman is not well taken, as I understand this question. The card that we attach to the empty that is furnished for loading is a card that is necessary under our Interchange Rules and is a transportation matter. It has been in use for a long time, and the only question was of working out a duplication scheme, so as to save a little writing on the part of yard clerks.

Chairman: I don't see anything wrong with the proposed card at all; it is in line with out present practice.

Mr. Hannauer: I move that the form recommended by the Local Freight Agents' Association be adopted and that the Association print them.

Mr. Moore: I second the motion.

Carried.

### Interpretation of Rule 12.

Secretary reads:

Local Freight Agents' Association.

East St. Louis, Ill., 9-12-06.

Mr. J. Rothschild,

Sec'y Central Ass'n of R. R. Officers,  
St. Louis, Mo.

Dear Sir:—Referring to your letter of July 14th, a copy of which I attach for ready reference, the same was presented to the Local Freight Agents' Association, and after a careful

consideration I was instructed by the Association to communicate with you further, and ascertain if it is to be understood from your communication that Rule 12 is interpreted by the Central Association as applying only in connection with cars coming under Rule 11, for which the Chief Interchange Inspector can issue cards for transfer, and that the non-transferable list applies only to such cars as come under this Rule? If so, are we to understand we must accept and transfer at the receiving line's risk and expense all cars, even though it is agreed to be non-transferable where the limitations prevent issuance of transfer card and placing of the responsibility for damage and expense on the delivering line?

Will you kindly present this at next meeting, and let us have further advice in the matter, obliging,

Yours truly, (Signed) F. W. Brown,  
Secretary.

Mr. Hannauer: As I understand the letter, the Agents seem now to have the right understanding of the rules. It is the intention of the rules that the receiving line must transfer, at its own expense and risk, such cars as it is not entitled to transfer card on.

Chairman: Simply because the Car Department of a certain line does not see fit to let a car go forward, does not place responsibility for the transfer on the delivering line.

Mr. Calvert: I think the different roads ought to have a little more light on this subject, especially the Traffic Department. Under Rule 11 you say, we shall take all cars. Under Rule 12 you say, we have the right to call on the Delivering Agent for authority to transfer. You follow that along with a list of non-transferable commodities. Now, the question is, does a line have to take a non-transferable car of freight simply because it is tendered to them, and transfer that freight and assume all the risk and damage to the car, and pay all expenses of transferring, simply because this Rule 11 says it must? Is that not a matter for the Traffic Departments to settle?

Chairman: If I deliver to the C. P. & St. L. a car of non-

transferable freight, which carries a combination of defects denoting unfair usage, the responsibility for transfer of that freight rests with me. They should not transfer it without consulting me. Now, on the other hand, if that car is in such condition that the defects do not denote unfair usage, the Chief Inspector can not give the C. P. & St. L. a transfer card on it. Under our rules the delivering line is in no way interested in that car. Under the agreement entered into that car is one which is safe to run on any railroad, and if there are some special rules on the C. P. & St. L., or if in the judgment of the car foreman, he transfers it, he does so at his own expense, and not at the expense of the delivering line.

Mr. Calvert: Does that carry with it the obligation of the road to take that freight?

Chairman: The agreement with that road carries that with it.

Mr. Taussig: I think the idea of the non-transferable rule was that in case it is necessary to transfer any of those articles mentioned as non-transferable articles, the Agent of the receiving line is to notify the Agent of the delivering line, so he will have a representative there to check up and note its condition. At least that is the way I have instructed our people on that rule.

Chairman: It is only transferable at the consent of the delivering line, and not transferable according to our rules.

The Chief Inspector recently made a ruling on a case of this kind, which is included in the Committee's report. I suggest we have the Secretary read it.

Secretary reads from Committee's report:

The Chief Interchange Inspector rules that where a car is delivered under load to any Railroad, a member of this Association, with defects which do not warrant transfer as per Rule No. 11, no matter what be the commodity in the car, it must be accepted by the receiving line, as per Rule 10, and that even though loaded with non-transferable freight, it is a



non-transferable car, and the receiving line should either repair and run the car, or transfer the lading at its own expense.

Mr. Moore: I believe the recommendation of the Executive Committee covers this feature, and it is embodied in our new rule, which will be presented today. In the meantime, I would recommend that the Agents be governed by Mr. Waughop's ruling.

Mr. Hannauer: I believe the word "risk" should be added.

Chairman: I agree with you.

Mr. Waughop: I think it should be left out, as the question of risk does not come within the jurisdiction of Interchange Rules.

Mr. Hannauer: I move that the report of the Committee thus far as read be adopted.

Mr. Hohl: I second the motion.

Carried.

(At this point Mr. Kearney excused himself and Mr. Somerville took the chair.)

Secretary: Is it understood that I shall instruct the Local Freight Agents' Association in accordance with above rule?

Chairman: Yes, sir.

At this point the question of non-transferable freight was re-opened and discussed, particularly by Mr. Moore, it being finally decided to refer the question to a Committee in connection with the subject, "Handling Cars Containing Liquids," which follows:

### **Handling Cars Containing Liquids.**

Secretary reads:

The Wabash Railroad Co.

St. Louis, Sept. 12, 1906.

Mr. J. Rothschild,

Sec'y Central Ass'n of R. R. Officers,  
Union Station, City.

Dear Sir:—I wish to call your attention to Rule No. 10 of the Joint Interchange Rules, which provides that loaded cars offered in interchange, except with defective safety appliances, must not be rejected because of the physical condition of the car, defective loading, etc.

This rule should be amended as far as loaded cars containing liquids are concerned. Our Freight Claim Agent calls my attention to the fact that this rule is in direct violation of the Freight Claim Agents' Association Rule No. 10, which reads as follows:

Where a shipment of liquids arrives at a junction point in a leaky condition, it shall be the duty of the delivering carrier to ascertain the exact loss and recover the packages so that they may be delivered to the receiving carrier in good order and exact weight shown. If any subsequent loss should occur between junction point and destination, the additional loss shall be borne by the carrier or carriers beyond the junction point.

Therefore, under this rule, by the receiving road accepting cars in leaky condition without any specific arrangement with the delivering line that they will be held responsible for all loss, the receiving line is obliged to assume the expense of the leakage while on its rails, and, under our rules, has no means of redress.

I would suggest that a special rule be inserted in our revised rules of interchange covering this point, and I will be prepared to offer a resolution to this effect at our meeting on Friday.

Will you kindly present this matter to the Association at their meeting next Friday?

Respectfully,

J. E. Taussig,  
Supt. Terminals.

Mr. Taussig: Our Claim Agent called my attention to this conflict in our rules with those of their Association, and in talking with him he expressed the willingness that if a Committee were appointed by the Central Association he would get the balance of the Freight Claim Agents in St. Louis together with this Committee and try to arrive at some agreement or some understanding that would be satisfactory to both the Central Association and the Freight Claim Agents. I therefore move that a Special Committee be appointed to confer with the Freight Claim Agents in this matter, and that they also take up, at the same time, the question of risk by the transfer of non-transferable commodities.

Mr. Hannauer: In rising to second that motion I would say I had the pleasure of accompanying Mr. Taussig to Mr. Becker's office. Mr. Becker is a member of a Committee of the Freight Claim Agents' Association, and a good man to talk to on that subject. We explained to him that the essence of our rules was to move cars forward, and never backward. He saw the point at once, and hoped that something could be arrived at that would not only permit us to move our business forward, and not backward, and at the same time meet the rule of the Freight Claim Agents' Association. I explained to him where numerous delays and losses occurred by reason of the receiving line refusing to handle a car, when as a matter of fact they could have taken it and either calked the tank or run it to a transfer station, and in that way save the delivering line a great deal of expense.

After some further discussion, Mr. Taussig's motion was put and carried, the Chairman appointing the following members on the Committee: Mr. J. E. Taussig, Chairman, Mr. George Hannauer, Mr. B. W. Moore.

**Report of Executive Committee, Interchange Car Inspection.**

Secretary reads:

St. Louis, August 23, 1906.

Mr. E. Ryder,

President Central Ass'n R. R. Officers.

Dear Sir:—The following members were present at meeting of Executive Committee, Interchange Car Inspection, held in private dining room, Union Station, Thursday, August 23d: Messrs. E. W. Moore, Chairman, P. J. Hickey, J. J. O'Brien, B. W. Moore and J. E. Mechling, Chas. Waughop, Chief Inspector.

**Controversy Between T. R. R. A. and T. St. L. & W.**

East St. Louis, Ill., July 13, 1906.

Mr. J. Rothschild,

Sec'y Central Ass'n of R. R. Officers,

St. Louis, Mo.

Dear Sir:—For the purpose of setting the Local Agents straight on loaded cars moving to their respective lines, thank you to bring before the Executive Committee the following case and ask for a ruling from the Committee to establish a precedent in cases of this kind.

Mo. Pac. car No. 25793 was delivered to the Merchant's Bridge by the St. L. I. M. & S. July 1st. The M. B. T. in turn delivered the car to the T. St. L. & W. July 3d. The car on this movement was marked "Bad Order Repair Track" by the Inspector of the T. St. L. & W. The foreman of the T. St. L. & W. marked the car "Transfer." Agent Kelley of the T. St. L. & W. refuses to make the transfer account of his claim of the car being loaded with non-transferable freight. The car was loaded with Matched Flooring. Agent Kelley sets the car back to the T. R. R. A. July 5th. I was called on by the T. R. R. A. to decide as to the legality of the set back and ordered the car returned to the T. St. L. & W.,

which was done on July 8th. The Agent again sets the car back to the T. R. R. A. on July 10th. The car was again returned by the T. R. R. A. to the T. St. L. & W. July 11th, and was set back by the local inspector of the T. St. L. & W. as defective safety appliances.

On July 11th, I went with the two foremen of the T. St. L. & W., the foreman of the T. R. R. A. and the foreman of the T. R. R. A. (E. St. Louis), I personally examined the car on July 12th, and found it in about the same condition as when the car moved originally.

In order to demonstrate to the Association that the car could be made for safety within twenty-four hours, I decided that the repairs could be made in two days, and requested the foreman of the T. R. R. A. to make the repairs for this demonstration, which was done. The actual time consumed in repairing the draft bolts in the car was fifty minutes; the actual time in replacing the draft bolts which were not broken, but pushed out) and the same was one hour.

I attach the records of the condition of the car on all movements.

### **Ruling.**

The Chief Interchange Inspector rules that where a car is delivered under load to any Railroad, a member of this Association, with defects which do not warrant transfer, as per Rule No. 11, no matter what be the commodity in the car, it must be accepted by the receiving line, as per Rule 10, and that even though loaded with non-transferable freight, it is a non-transferable car, and the receiving line should either repair and run the car, or transfer the lading at its own expense.

Yours very truly, Chas. Waughop (Signed).

Chief Interchange Inspr.

Chief Inspector's ruling was approved by the Committee, with the resolution that if approved by the Central Association, the ruling be placed in the hands of the Local Agents,

and attention called to the fact that the rule has been violated on several different occasions, and that they be requested to comply with this interpretation of the rule.

#### **Appeal of the St. L. & S. F. on Chief Inspector's Decision.**

The Frisco appealed to the Committee in four cases wherein the Chief Inspector refused to issue transfer orders or defect cards against the delivering line for broken draft sills, end sills, etc. The Chief Inspector contended that the sills were not broken but were merely cracked, for which the delivering line was not responsible, and for that reason had refused to issue either transfer orders or defect cards. The Committee upheld the Chief Inspector's decisions.

#### **Rejection of Empty Cars by the M. & O.**

As stated in the July proceedings, complaint was made that the M. & O. were too rigid in the inspection of empty cars tendered them for loading down south. The Chief Inspector, who was instructed to investigate the matter in conjunction with the Sub-Committee, reported that examination of two cars which had been rejected resulted in a verdict that the cars were safe to run without repairs. The Committee believes that the visit of this special committee to the M. & O. connection has proven beneficial, inasmuch as there have been no further complaints on this score.

#### **Meeting of Chief Car Inspectors' and Car Foremens' Ass'n.**

The Chief Inspector was given permission to attend the annual meeting of this Association, at Chicago, September 5th and 6th.

### **Interchange of Non-Airbrake Cars.**

Attention was called to the fact that one or two of the St. Louis lines had issued notice to the effect that after August 15th, 1906, they would refuse to receive any cars in interchange not equipped with airbrakes.

The Committee decided to disregard these notices and to recommend no action in the matter for the reason that the Master Car Builders' Rules do not give authority to refuse non-air cars until September 1, 1907.

### **Uniform Rules of Interchange.**

It was decided to hold a special meeting for the discussion of these rules, and the same is covered in a separate report which follows.

### **Matters Referred to Sub-Committee.**

Several other matters were discussed and referred to the Sub-Committee for their views and recommendations.

There being no further business, meeting adjourned at 12:30 p. m.

E. W. Moore,  
Chairman.

Upon motion duly made and seconded, the report of the Committee was adopted.

### **Uniform Rules Governing Interchange Inspection of Cars.**

Secretary reads:

St. Louis, Sept. 4, 1906 -

Mr. E. Ryder,

President St. Louis Division.

Dear Sir:—Inasmuch as the Uniform Car Inspection rules

are to be discussed at your meeting on the 14th inst., the Executive Committee Interchange Car Inspection has deemed it proper to go over these rules, with a view to making them suitable for adoption in these terminals, and beg to submit the following:

Respectfully,

E. W. Moore, Chairman.

P. J. Hickey,

J. J. O'Brien,

J. E. Mechling,

B. W. Moore.

(Note.—The rules as submitted by the Committee are not here printed, because the rules as finally adopted are practically the same.)

Each rule was taken up in regular order, discussed and voted upon, and in nearly every case adopted unanimously. The L. & N. wished to be recorded as objecting to Rule 41, but expressed their intention of complying with it if the rules were adopted.

Mr. Hannauer: I move that the rules be adopted as a whole and be put into effect on November 1, 1906, and that the Secretary call the roll.

Mr. Moore: I second the motion.

The result of the roll-call was as follows:

B. & O. S-W. R. R., Yea.

C. B. & Q. Ry., Yea.

C. C. C. & St. L. Ry., Yea.

Interchange Car Transfer, Yea.

M. K. & T. Ry., Yea.

St. L. K. C. & C. R. R., Yea.

St. L. T. & E. R. R., Yea.

T. St. L. & W. R. R., Yea.

Frisco R. R., Yea.

T. R. R. Ass'n, Yea.

Wabash R. R., Yea.

Wiggins Ferry Co., Yea.

C. & E. I. R. R., Yea.



C. P. & St. L. Ry., Yea.

I. R., Yea.

R. R., Yea (except Rule 41).

c. Ry., Yea.

Secretary was instructed to submit letter ballot to the represented, in order to secure their votes.

Central Association of Railroad Officers,  
St. Louis Division.

Governing Inspection of Cars in Interchange at St.  
Louis and East St. Louis Terminals. Effective  
November 1, 1906.

#### RULE 1.—SUPERVISION.

Interchange inspection of cars shall be under the au-  
thority of the Central Association of Railroad Officers.

#### RULE 2.

The work shall be in the general charge of an Interchange Committee, and in the direct charge of a Chief Interchange Inspector.

#### RULE 3.—MEMBERSHIP.

Membership shall be by lines, upon application made to and accepted by the Central Association of Railroad Officers.

#### RULE 4.

To become or remain a party to these rules, it is necessary to accept and comply with all of them.

#### RULE 5.—WITHDRAWAL.

No party to these rules shall withdraw without giving ninety days' advance notice in writing.

**RULE 6.—AMENDING RULES.**

These rules may be amended by a three-fourths vote of the parties hereto. Votes may be registered by letter.

**RULE 7.—EXPENSES.**

The expense of administering these rules shall be prorated equally among the parties thereto.

**RULE 10.—ELECTION.**

The Interchange Committee shall be elected annually.

**RULE 11.—PERSONNEL.**

The Interchange Committee shall consist of five representatives of the parties to these rules. Three shall be Mechanical Department Officers, and two shall be Transportation Officers.

**RULE 12.—CHAIRMAN.**

The Interchange Committee shall elect its own Chairman.

**RULE 13.—MEETINGS.**

The Interchange Committee shall meet at least once each month.

**RULE 14.—QUORUM.**

A majority of the Interchange Committee shall constitute a quorum.

**RULE 15.—VACANCIES.**

Vacancies in the Interchange Committee will be filled by the Association.

**RULE 16.—APPROVAL OF ACTS.**

The acts of the Interchange Committee shall be reported to the Association for its approval.

**RULE 17.—WHEN RULINGS BECOME RULES.**

The Interchange Committee's rulings, when approved by the Association, shall become a part of these rules.

**RULE 20.—JURISDICTION.**

The Chief Interchange Inspector shall have sole charge of interchange car inspectors in matters pertaining to inspection of cars in interchange.

**RULE 21.—DISCIPLINING INSPECTORS.**

Inspectors must be disciplined or removed from interchange service on demand of the Chief Interchange Inspector.

**RULE 22.—RECORDS.**

The Chief Interchange Inspector shall keep a record of the condition of every car interchanged, of every decision rendered, and shall furnish necessary records to the parties interested.

**RULE 23.—SETTLING DISAGREEMENTS.**

The Chief Interchange Inspector shall decide all disagreements.

**RULE 24.—POWER TO ISSUE M. C. B. DEFECT CARDS.**

The Chief Interchange Inspector shall have power to issue an M. C. B. defect card against any line at fault for damage, but shall furnish such line a duplicate of the card.

**RULE 25.—APPROVAL OF RULINGS.**

The Chief Interchange Inspector's rulings and instructions to inspectors shall be referred to the Interchange Committee for approval.

**RULE 26.—WHEN RULINGS BECOME RULES.**

The Chief Interchange Inspector's rulings and his instructions to inspectors, when approved by the Association, shall become a part of the rules.

**RULE 30.—JOINT INSPECTION.**

Interchange Inspectors may act jointly for two or more parties to the rules.

RULE 31.

Interchange Inspectors may, upon request of two or more parties to these rules, be employed and paid by the Chief Interchange Inspector, who will charge their wages on the wheelage basis against the parties directly interested.

RULE 40.

Master Car Builders' Rules govern unless otherwise provided herein.

RULE 41.—ACCEPTANCE OF CARS OFFERED IN  
INTERCHANGE.

Cars offered in interchange may be rejected if their construction or condition does not meet with the requirements of the Safety Appliance Laws. All other cars must be received, regardless of condition, except that a foreign empty may be rejected on the order of the Chief Interchange Inspector if the car is by him found to be in a generally worn out or wrecked condition as outlined in Master Car Builders' Rules 125 and 126, and excepting further that an empty car furnished for loading may be rejected if it is not safe and serviceable for the commodity to be loaded.

RULE 42.—EXPENSE OF ADJUSTING LOADS.

The expense of readjusting a load shall be borne by the receiving line.

RULE 43.—EXPENSE OF TRANSFERRING LOADS.

The expense of transferring a load shall be borne by the delivering line when transfer is necessary because of failure to load in accordance with Master Car Builders' specification, or because of defects in the car denoting "unfair usage," as defined in Master Car Builders' Rules 48 to 56, both inclusive, providing necessary repairs can not be made in equal to 24 working hours of one man. The cost of all other transfers shall be borne by the receiving line, except in case of reduc-

ing or transferring overloaded cars, the expense of which is to be billed forward.

**RULE 44.—ORDER OF C. I. I. NECESSARY.**

A line may charge another for a transfer only upon an order of the Chief Interchange Inspector.

**RULE 45.—TRANSFERRING FREIGHT LIABLE TO DAMAGE.**

A car contains freight liable to damage in transferring, must not be undertaken for account of another line of such line. If such consent is not given at the time of first notification, the receiving line must report the car without such consent, and report the damage to the delivering line.

**RULE 46.—RECONSIGNED CARS.**

When a load has reached its destination, the party accepting a reconsigning order thereon will be considered as having originated the load.

**RULE 47.—CARDING AND TRANSFER ORDERS TO BE ISSUED ONLY AFTER PERSONAL EXAMINATION.**

All carding of cars for M. C. B. defects and transfers will be done only by the Chief Interchange Inspector or his assistants; after personal examination, except in cases of cars in transit requiring repairs as per M. C. B. Rules 29 to 33, inclusive, and in cases where the repairs will amount to less than \$1.00, but cards will be issued on the record on cars of live stock and perishable as heretofore.

**RULE 48.—MISSING MATERIAL NOT CARDABLE.**

The following items when missing shall not be cardable in interchange. If, however, any of the items are missing from

causes shown in M. C. B. Rules 26 and 38, they are cardable on sight:

- Siding missing, account wear and tear.
- Door shoes or rollers, when door is in car.
- Door caps, when not bolted on.
- Box lids.
- Door hasps, staples or locks.
- Top or bottom side bearings.
- Three or less stake pockets, stirrups on flat or coal cars.
- Nuts or washers of any kind.
- Two or less coils of truck springs.
- Any size bolts or rivets.
- Door slide castings.
- Roofing boards, account of wear.
- Column guides.
- Wood truss blocks.
- Brake shoes.
- Wooden or iron transom truss rod blocks or seats.

**RULE 49.—TREATING ALL PARTIES AS RAILROAD COMPANIES.**

All parties to these rules will be treated as railroad companies so far as the cars of the parties to these rules are concerned.

**RULE 50.—DAMAGE TO CARS BY RECEIVING LINE.**

Should a car be delivered with car owner's or old defects, and the line receiving damage it further, causing a combination denoting unfair usage, the receiving line will be responsible only for the damage done by it.

**Prices to be Charged for Transferring Car Lot Freight.**

Acid, in carboys.....	\$2.50
Agricultural Implements of all kinds, except when loaded on flat cars and on their own wheels.....	5.00

Ashphaltum, in bags.....	1.50
Baskets, nested .....	2.00
Bones, in bulk.....	7.00
Bottles . . . . .	2.50
Box Material, in bulk.....	3.00
Brick, in bulk.....	5.00
Broom Corn .....	2.00
Cement, in bags.....	2.50
Coal, Bituminous .....	3.00
Coal, Semi-Anthracite .....	3.00
Coke, in bulk.....	4.50
Cooperage and Shooks; Hoops, in bulk, Staves and Head- ing . . . . .	4.50
Earthenware and Stoneware, in bulk.....	7.00
Emigrant Movables .....	3.25
Flax Seed, in bulk.....	3.00
Flour, in sacks and barrels (except Export Flour in Jute and Osenburg sacks).....	1.75
Fruit, California Dried.....	2.00
Furniture and Show Cases.....	5.00
Glass, in bulk, or Plate Glass.....	5.00
Grindstones . . . . .	3.50
Glucose or Syrup in kegs and barrels.....	1.75
Iron Pipe, Cast.....	5.00
Iron Safes .....	3.50
Lime, in barrels.....	1.75
Lime, in bulk.....	4.00
Lumber, Finished, Sash, Doors and Blinds.....	3.00
Machinery, Fine .....	4.00
Marble . . . . .	3.50
Oil, in barrels.....	2.00
Paper of all kinds, in rolls or bundles.....	3.00
Perishable Freight, not otherwise specified.....	5.00
Pickles, in wood and glass.....	2.50
Piling, on one car.....	5.00
Piling, on two cars.....	7.50
Pipe, chimneys and tops.....	4.00
Pipe, sewer .....	6.00

Powder, Explosive .....	2.50
Roofing, Slate or Brick.....	5.00
Salt, in bulk.....	2.50
Salt, in barrels.....	1.50
Scrap Metal, in bulk (junk).....	7.00
Shingles . . . . .	3.00
Steel, in shape.....	3.50
Stoves and Fine Castings.....	5.00
Stone, Flagging .....	4.00
Sugar, in barrels.....	1.50
Trees and Shrubbery, in bulk.....	3.00
Tinware, in bulk.....	3.00
Tin Plate .....	3.50
Telegraph Poles and Heavy Timbers, on one car.....	5.00
Telegraph Poles and Heavy Timbers, on two cars.....	7.50
Wagons and Carriages.....	5.00
Woodenware . . . . .	3.00
Iron, Structural and Bridge, on one car.....	5.00
Iron, Structural and Bridge, on two cars.....	7.50
Machinery, Heavy .....	5.50
Pipe, Wrought Iron, when exceeding 3 inches in diameter.....	5.00
Pipe, Wrought Iron, when under 3 inches in diameter....	3.00
Rails, Steel, when loaded on two or more cars.....	6.00
Rails, single cars.....	3.00
Rice, in <b>sacks</b> .....	1.75
Grain . . . . .	2.50
Hay . . . . .	1.75
Barbed Wire .....	2.50
Angle Bars .....	2.25
Sacked Corn .....	1.75
Sacked Meal .....	1.75
Nails, in kegs.....	1.50
Ear Corn .....	5.00
Potatoes, in <b>sacks</b> .....	1.75
Potatoes, in bulk.....	3.00
Mill Products, in <b>sacks</b> .....	1.75
Apples, in barrels or boxes.....	1.75
Bale Ties .....	3.00



Cotton, in bales.....	1.50
Cotton Seed Meal, in sacks.....	1.75
Fertilizers, in sacks.....	1.50
Glass, in boxes.....	3.00
Lemons, in boxes.....	1.75
Oranges, in boxes.....	1.75
Iron Boilers .....	4.00
Iron, Sheet .....	3.00
Iron, Pig .....	2.00
Iron, Roofing .....	3.00
Packing House Products, in boxes.....	2.50
Woven Wire .....	2.00

These figures are based on loads of 60,000 pounds or less; for each 10,000 pounds or fraction thereof in excess of 60,000 pounds, add 10 per cent thereto.

Charge for transfer of freight not shown on foregoing list to be made at actual cost.

#### **List of Non-Transferable Freight.**

All articles under refrigerator protection.

Acids, in bulk, carboys, glass or cans.

Agricultural Implements.

Ale.

Asphaltum in bags.

Bones, in bulk.

Boxes, material, in bulk.

Bar Fixtures (furniture).

Baskets, nested.

Beer.

Boats.

Bottles.

Bottled goods

Brick, in bulk.

Broom Corn.

Buggies.

Butter.

Bicycles.  
Carriages.  
Cans, in bulk.  
Cement, in bags or paper sacks.  
Cooperage and Shooks.  
Coal, Bituminous.  
Coal, Semi-Anthracite.  
Coke, in bulk.  
Cornice, ornaments or mouldings.  
Counters and Store Fixtures.  
Conduits.  
Cartridges.  
Drain Tile.  
Demijohns.  
Earthenware and Stoneware, in bulk.  
Emigrant Movables.  
Engines.  
Eggs.  
Evergreens, in bales or bulk.  
Explosives.  
Flax Seed, in bulk.  
Flour, in sacks and barrels (except Export Flour in Jute  
Osenburg sacks).  
Fruit, California, Dried.  
Fruit, Fresh, Domestic or Tropical.  
Furniture.  
Glassware.  
Glass, Plate, Looking and Window Glass.  
Graniteware, in bulk.  
Grindstones.  
Glucose.  
Heading.  
Hoops, in bulk.  
Household Goods.  
Ice.  
Iron, Holloware.  
Iron Pipe, Cast.  
Iron, Structural and Bridge.

Lard.

Launches.

Lumber, finished.

Lumber, when loaded on two flat cars.

Marble or Granite Slabs.

Mantles.

Machines, including Sewing.

Machinery.

Meats.

Melons.

Meal, in paper or cotton sacks.

Mouldings, Wood or Composition.

Molasses.

Musical Instruments.

Nursery Stock.

Oil, in bulk or barrels.

Onions, in bulk.

Ovens, Tin.

Oil Cans.

Pipe, Cement, lined or covered.

Pipe, Sewer.

Pipe, Wrought Iron, when exceeding three inches in diameter.

Paintings.

Perishable Freight of all kinds.

Pottery in bulk.

Pipe, Chimney and Chimney-top, in bulk.

Potatoes, in bulk.

Poultry Live or Dressed.

Preserves, in glass or wood.

Paper of all kinds, in rolls or bundles.

Rails, Steel, when loaded on two or more cars.

Retorts.

Rice, in sacks.

Lime, in barrels or bulk.

Pickles, in wood and glass.

Piling.

Safes (Iron).

Salt, in bulk.  
Scrap Metal, in bulk (Junk).  
Shingles.  
Showcases.  
Slate, Roofing.  
Statuary.  
Staves, in bundles.  
Stoves, Ranges and Fine Castings.  
Stove Furniture.  
Stoneware, in bulk.  
Steel, in shape.  
Stone, Flagging.  
Sugar, in barrels or sacks.  
Syrup, in barrels.  
Sash, Doors and Blinds.  
Telegraph Poles, whether loaded on one or more cars.  
Terra Cotta, in bulk.  
Tile, Roofing.  
Tin Plate.  
Tinware, in bulk.  
Timbers, long, when loaded on two flat cars.  
Theatrical Scenery.  
Vault Work.  
Vegetables, Green.  
Vehicles.  
Wagons.  
Woodenware.  
Whiskey.

**New Grain Door Rules.**

Secretary reads:

August 25, 1906.

J. Rothschild,

Sec'y Central Ass'n of R. R. Officers,  
Saint Louis.

Dear Sir:—Your Committee appointed to adjust the grain

door proposition begs leave to recommend the general adoption between railroads and elevators of the agreement already entered into between the Southern lines and the elevators through Mr. J. C. Lincoln, Traffic Commissioner Merchant's Exchange, and copy of this agreement is hereto attached.

It recommends further the adoption of the following<sup>a</sup> resolution:

That each line unloading grain on its rails pledge itself to remove the grain doors from the cars when unloaded and to deliver the doors on the connection of the owning line for ten cents per door.

Yours truly,

J. A. Somerville,  
E. F. Kearney,  
Geo. Hannauer,  
J. E. Taussig,  
J. Fitzpatrick,  
E. J. McDonald,  
C. J. Snell,  
G. H. Felps,  
Committee.

After some discussion Mr. Moore moved that the report be received, adopted and put into effect October 1, 1906.

Seconded and carried.

The rules as adopted are printed below:

Central Association of Railroad Officers,  
St. Louis Division.

**Joint Rules and Regulations Governing the Method of Making Settlement for Grain Doors Furnished Elevators Operating in St. Louis and East St. Louis. Adopted September 14, 1906. Effective October 1, 1906.**

(These rules conform with Rate Circular No. 4 of St. Louis Traffic Bureau of Merchants' Exchange.)

1st. Upon unloading cars, elevators will leave all but one door intact, throwing back into the car the door which is re-

moved for the purpose of unloading the car, the railroads to collect the grain doors from the cars.

2d. For loading of grain where the cars are ordered by the elevator or through the line upon which the elevator is located from connecting carriers, such cars as are furnished by connecting carriers will be accepted only when all grain doors are furnished and fully equipped for handling of grain.

3d. In loading grain, where cars are furnished by the road upon which the elevator is located, such elevator will supply grain doors only to foreign cars as are so furnished.

4th. All grain doors furnished by the elevator will be charged for at the rate of fifteen cents per foot in height, and when the grain doors furnished by the railroads are of insufficient height, doors will be added to at the rate of fifteen cents per foot in height for additional material required.

5th. Claims for grain doors to be rendered monthly; to be supported by certificate or endorsement from the elevator, indicating the actual number of feet in height furnished by the elevator for each car, and charge to be made only for actual material used.

6th. Elevators will make endorsement upon the shipping ticket of the number of feet in height furnished with each car of grain.

7th. The railroads to discontinue the allowance to shippers, where grain is loaded at elevators, the allowance to be made to elevators only.

8th. The maximum allowance for grain doors furnished by the elevators to be as follows for grain of all kinds:

For cars loaded with 40000 lbs. or less.....	\$1.20
For cars loaded with 60000 lbs. or less and over 40000 lbs.	1.60
For cars loaded with 70000 lbs. or less and over 60000 lbs.	1.80
For cars loaded with 80000 lbs. or less and over 70000 lbs.	2.00

The \$2.00 allowance is to be the maximum in any case.

9th. That each line unloading grain on its rails pledge itself to remove the grain doors from the cars when unloaded, and to deliver the doors on the connection of the owning line for ten cents per door.

**Method of Handling Embargoes.**

Secretary reads:

St. Louis, Mo., Sept. 14, 1906.

Mr. E. Ryder,  
President Central Ass'n of Railroad Officers,  
City.

Dear Sir:—Your Committee on Uniform Method of placing  
Embargoes recommends to the Association that

In placing embargoes each company shall state just  
when the embargo is to take effect, specifying whether  
they will accept only such freight as is on connec-  
tions, or all freight in transit.

Respectfully,

E. F. Kearney, Chairman.  
J. A. Somerville,  
W. T. Aylesbury.

Mr. Hannauer: I move the report be adopted.

Mr. Taussig: Second the motion.

Carried.

**Report of Committee on Supervision of Scales by Merchants'  
Exchange.**

On account of absence of one of the members from the  
city, the Committee was given further time.

There being no further business, meeting adjourned at 1:20  
p. m.

E. F. KEARNEY,  
J. A. SOMERVILLE,

J. ROTHSCCHILD,  
Secretary.

Chairman pro tem.

**KANSAS CITY DIVISION.**

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Kansas City, Mo., Sept. 11, 1906.

r. O. G. Fetter,

Gen'l Sec'y Central Ass'n of R. R. Officers,  
Cincinnati, Ohio.

Dear Sir:—Account lack of quorum there was no meeting  
the Kansas City Division for September.

Date of next regular meeting, October 8, 1906.

Respectfully,

B. H. GARRIGUES,  
Secretary.



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**LOUISVILLE DIVISION.**

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No meeting.

**DETROIT DIVISION.**

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**Minutes of Meeting, September 28th, 1906.**

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**Present:**

D. & T. S. L. Ry.....J. P. Main.....Vice President.  
M. C. R. R.....D. S. Sutherland.....D. S.  
C. H. Bieber.....S. C. S.  
L. S. & M. S. Ry.....T. W. Niles.....Supt.  
H. J. Merrick.....S. F. T.  
T. J. Charlesworth....Gen. Agent.  
P. M. R. R.....W. D. Trump.....Supt.  
Wabash R. R.....J. J. Sim.....Supt.  
G. T. R.....X. H. Cornell.....M. of T.  
F. Price.....S. C. S.  
D. T. & I. Ry.....Not represented.

Meeting called to order by the Vice President, Mr. J. P. Main.

Reading of minutes of previous meeting dispensed with.

The Secretary stated that he was in receipt of a communication from Mr. Paul P. Rainer, Chief Inspector of the Central

Freight Association, with reference to the collection of weighing charges assessed for weighing on private scales.

Mr. Tappan, representing Mr. Rainer, presented his case and it was

Moved and supported that the Weighing Bureau be instructed to notify the firms who owe bills for weighing so that the weighing would be discontinued unless the bills were settled.

Adjourned.

J. P. MAIN,  
Vice President

**DENVER DIVISION.**

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Denver, Colo., Sept. 18, 1906.

Mr. O. G. Fetter, Secretary,  
Cincinnati, Ohio.

Dear Sir:—This is to advise that the Denver Division of the Central Association of Railroad Officers will hold no meeting in the month of September, 1906.

Yours truly,

E. E. HILL,  
Secretary.

## OMAHA DIVISION.

Omaha, Neb., September 19, 1906.

Following was the representation at the meeting called for this date:

B. & M. R. R. R.,	Not represented.	
C. B. & Q. R. R.	Not represented.	
C. St. P. M. & O. Ry.	Not represented.	
C. M. & St. P. Ry.	J. H. Foster.	Supt.
C. M. & St. P. Ry.	A. H. Wilkins,	Trainmaster.
C. & N. W. Ry.	J. W. Doyle,	Asst. Supt.
C. G. W. Ry.	O. Cornelisen,	Supt.
C. R. I. & P. Ry.	D. Burleigh.	Trainmaster.
I. Cent. R. R.	C. A. Menefee,	Trainmaster.
Mo. Pac. Ry.	J. Russell.	Supt.
U. S. Yards Co.	G. M. Hunter.	
U. P. R. R.	Not represented.	
Wabash R. R.	Richard Doyle.	Supt.

Visitor: H. McClure, Mo. Pac. Ry.

Meeting called to order by President Doyle. Minutes of previous meeting were approved as printed and distributed.

Mr. F. M. Jones, Supt. I. C. R. R., wired that he was in hospital at Iowa Falls and could not be present.

Letter was read from Secretary Dewar stating his inability to officiate at today's meeting, owing to his attendance at the bedside of his dying father.

### **Election of Officers.**

Mr. J. H. Foster, Supt. C. M. & S. P. Ry., was nominated for president of the Omaha Division, but declined, owing to living so far away. Mr. F. E. Nicoles, Supt. C. S. P. M. & O. Ry., Omaha, was placed in nomination by Mr. Foster. Upon motion the nominations were closed and secretary instructed to cast the ballot for Mr. Nicoles, as president for the ensuing year.

Mr. J. Russell, Supt. Mo. Pac. Ry., Omaha, was named for vice-president, and upon motion the nominations were declared closed, and the secretary directed to cast the ballot for Mr. Russell for the office named.

Mr. J. R. Dewar was, by acclamation, elected secretary-treasurer.

Mr. Russell was then escorted to the chair and presided during balance of the meeting.

Secretary read letter from Mr. O. G. Fetter, general secretary, asking how many copies were wanted of the book containing standing, rules and regulations, etc., of the various Divisions of the Association, and was instructed to write Mr. Fetter that fifteen copies will be sufficient.

The following correspondence was read and ordered printed in these proceedings:

I. C. R. R. Co.,

Ft. Dodge, Iowa, July 11, 1906.

Mr. J. H. Foster,

Supt. C. M. & S. P. Ry., Marion, Ia.

Dear Sir: On the night of July 3d, one of the packing companies at South Omaha shipped a car of packing house

products routed via your line. Car was not turned over to your line until after 8:00 p. m. I understood you took an engine and made a special run, South Omaha to Council Bluffs, and placed the car in your train for the east, which went out that night.

In this connection, there does not seem to be any respect whatever paid to the agreement of the Central Association of Railway Officers that we would refuse to handle cars delivered from packing houses after 8:00 p. m. Inasmuch as this is a matter we are all interested in, I trust that, if my information is correct, the apparent violation was through error or misunderstanding of your instructions. I had one or two cases myself, wherein we took out cars delivered by packing houses after 8:00 p. m., which was brought about in this manner. I presume this has been the cause with other lines also, in one or two cases; but, from the frequency with which all the lines are violating this agreement, it appears it is not all on account of error or misunderstanding of instructions, and I wish to say that unless the agreement, which we all thought at that time was a good one, is going to be lived up to, the Illinois Central will serve notice that they will not regard this agreement as binding and will go back to the old way of doing business. Would be glad to hear from you further through the Association.

Yours truly,

(Signed) F. M. Jones, Supt.

C. M. & St. P. Ry. Co.

Marion, Iowa, July 15, 1906.

Mr. Lon. Kendall,

Yardmaster, Council Bluffs.

Dear Sir: I enclose you letter from Supt. F. M. Jones, of the Illinois Central. I presume at the next Superintendent's meeting I will be called upon to explain why we accepted this car of meat contrary to the arrangement, and I wish you would have Night Yard Master Gregg write a statement in regard to this. I hope it will not be necessary for the other roads to criticise our action in this respect

again. This is the second case brought against us and I hope it will be the last one. Yours truly,

(Signed) J. H. Foster, Supt.  
Council Bluffs, July 17, 1906.

A. J. Gregg, N. Y. M.

Dear Sir: Please note. I am very sorry this move was made to handle the car of meat in question, as we all understood here if the meat was not ready to leave South Omaha by 8 p. m., we would not receive it. Please explain fully why you received this car. Return papers promptly. Yours,  
(Signed) L. Kendall.

L. K.

Council Bluffs, July 18, 1906.

In regard to the attached, the meat arrived at Council Bluffs at 9:30 p. m., and went forward in 1-62 at 10:50 p. m., and as we were going to have a DF train out at 11:30 p. m., and the car in question was a local meat for the S. C. D. Div., and was not going on the connection. I supposed it would be all right to send the car on the DF train, for I will not send after any more cars in the future.

Yours truly,

(Signed) A. J. Gregg, N. Y. M.

Council Bluffs, July 19, 1906.

J. H. Foster,

Supt., Marion, Ia.

Dear Sir: With return of all papers, in receiving car of meat in question, which we sent an engine to South Omaha for. I am very sorry this occurred, as we had ironclad instructions from you that we are not to receive any meat, unless it is delivered to us for our train 62, to leave South Omaha not later than 8 p. m. In this case, the night yard master made a great mistake by receiving it and it will not occur again. Please note next attached from night yard master.

Yours truly,

(Signed) L. Kendall.



Omaha, Neb., July 19, 1906.

Mr. J. H. Foster,

Supt., C. M. & S. P. Ry., Marion, Ia.

Dear Sir: A copy of Mr. F. M. Jones' letter of July 11th, addressed to you, was presented at the meeting of the Central Association of Railroad Officers yesterday afternoon, and the undersigned was directed to procure from you an explanation as to the action outlined in communication referred to. Kindly let me hear from you on the subject.

Yours truly,

(Signed) J. R. Dewar, Secretary.

Omaha, Neb., July 21, 1906.

Mr. J. H. Foster,

Supt. C. M. & S. P. Ry., Marion, Ia.

Dear Sir: Complaint is made that on July 3d, last, through the fault of a green hand in the employ of the Union Stock Yards Company, the meat of the Omaha Packing Company was not delivered until long after the time agreed upon for receiving same. This matter was presented at our meeting of a few days ago and the undersigned was instructed to write you to ascertain what disposition was made of N. C. L. 3904, also what excuse you have to offer for accepting same, in the event that it was done. Will you kindly let me hear from you on the subject?

Yours truly,

(Signed) J. R. Dewar, Secretary.

Marion, Iowa, July 27, 1906.

Mr. J. R. Dewar,

Secy., Omaha.

Dear Sir: On receipt of Supt. Jones' complaint in regard to this company taking a car of packing house product from South Omaha on July 3d, contrary to agreement. I do not know that I can explain this matter so as to make it clear to the members of the Association any better than to enclose the correspondence which I had as a result of the investigation after the matter was brought to my attention.

The night yard master at Council Bluffs referred the matter to our train dispatcher's office and the train dispatcher, not knowing of any agreement, gave the night yard master permission to send an engine to South Omaha after this car of meat. The night yard master, knowing of such an agreement to be in effect, should have used his own judgment and not asked the train dispatcher.

I want to say to the members of this Association that it is not my intention to break over any rules or agreements entered into, as I think the agreement limiting the time of taking packing house product from the packing houses at South Omaha is a good thing. I for one do not want to do anything that would break up this arrangement, and I would like to go into it further by making an arrangement in regard to the noon meat run out of South Omaha. Our trains are very often delayed waiting for the delivery of meat at noon, and I presume other trains are delayed in the same manner.

I do not think there will be any further complaint against this company for failing to live up to the present agreement, as I have taken this matter up with all concerned, in such a way, that I believe it is generally understood now.

Yours truly,

(Signed) J. H. Foster, Supt.

The following communication was received from General Secretary Fetter, and the secretary was instructed to write Mr. F. M. Jones, representative from this Division on the committee, and ascertain what, if anything, he has secured to place before the Car Service Committee, and also what he wants in this line.

Cincinnati, O., Aug. 20, 1906.

Mr. J. R. Dewar,

Secretary, Omaha.

Dear Sir: At the annual meeting of the Central Association of Railroad Officers, held at St. Louis last May, a committee on car service was appointed, to consist of one member from the Toledo, Peoria and Omaha Divisions. Mr.

A. P. Titus, Car Acct., W. & L. E., Pittsburg, Pa., is chairman of this committee. Mr. F. M. Jones is the member of this committee who is to represent your Division. It is necessary that this committee make its report no later than May 18. Will you kindly lay his matter before your Division at its next meeting, and prepare, as an Association, to assist Mr. Jones in the collection of all the data possible, that he may lay it before the committee at the call of the chairman of the committee. Please advise me promptly after your next regular meeting what assistance or what arrangement was made to assist your representative in this matter.

Yours very truly,

(Signed) O. G. Fetter, Genl. Secy. (G.)

Letter was presented from General Secretary Fetter, dated Sept. 13th, with relation to application of Chattanooga Association for membership in the Central Association, and the secretary was, upon motion, instructed to write, that Omaha Division voted unanimously to admit them.

Communication was received from Mr. J. Russell, Supt. Mo. Pac. Ry., dated August 18, 1906, concerning a city market car, handled for the Omaha Packing Company, after the hour agreed upon, said car being for switching service only, which communication was an answer to one sent him by Secretary Dewar on July 21st, last. It was decided that the case herein referred to was not one covered by the agreement.

Supt. O. Cornelisen, C. G. W. Ry., wrote, under date of July 30, 1906, in reply to letter of Secretary Dewar, of July 21, 1906, about packing house product taken out of South Omaha after the time agreed upon, stating that his road had 37 cars out on the night mentioned; that there was no person there to advise his foreman that the cars had not been delivered on time. No questions were asked, but the cars were taken out and gotten under way promptly. His explanation was, upon motion, received.

Copies of letters from Supt. F. M. Jones, I. C. R. R., addressed to Supt. Brady, U. S. Yards Co., under date of August

9, 10, 12, Sept. 5, 7, 10 and 12, about cars of packing house product, left at South Omaha by the I. C. R. R., for the reason they had not been delivered prior to 8:00 p. m., were read by the secretary.

Copies of letters were also read from Supt. Jones, addressed to representatives of the U. P. R. R., C. G. W. Ry., Burlington and Missouri Pacific Railway Companies, asking the lines mentioned to make explanation at our next meeting as to why they handled packing house products after 8:00 p. m., on September 10 and 11, respectively, in violation of the agreement. In the cases of the Burlington Company, Mr. Jones' letter stated that they had taken 16 cars out. The secretary was asked to write Supt. Bignell, requesting his reason for thus stepping over the bounds. Copy of letter from Mr. Jones to President Doyle, in connection with the same subject, was also read to the meeting.

Letter of August 3, 1906, was read from Supt C. L. Brown, C. R. I. & P. Ry., being an answer to one addressed by Secretary Dewar on July 21, 1906, relating to N. C. L. 9016, stating that the car was not accepted and forwarded until the following day. His explanation was, upon motion, accepted.

Under date of September 12, 1906, Supt. F. M. Jones sent the following message to President Doyle:

"Account continued violation of agreement by other lines at South Omaha, covering acceptance of meat at South Omaha, this company has decided to go back to the old way, and we will wait for the meat hereafter. This company made frequent protests to other lines, account of other lines violating the agreement in accepting packing house products after the agreed hour, but the agreement continues to be violated."

Letter was received from Mr. J. M. Shumway, Secretary, Local Freight Agents' Association, South Omaha, advising that the I. C. had given notice that hereafter they would wait for packing house products until delivered, and that, at meet-

ing of Local Freight Agents' Association, it was unanimously decided that this was a bad move, and each local agent was requested to take the matter up with his superintendent and urge that the railroads get together on this matter again.

After some discussion, the secretary was instructed to write Superintendent Jones, asking if he would not kindly withdraw his notice and live up to the agreement. Mr. Menefee, on behalf of the Illinois Central R. R. Co., agreed to notify his yardmaster at South Omaha that hereafter shipments of packing house products must not be accepted after 8:00 p. m., the other lines agreeing to get back into the fold and live up to the agreement also.

#### **Bills.**

Bills of the Central Association of Railroad officers for July and August, amounting to \$248.00 and \$105.00, Omaha Division's proportion being \$22.54 and \$9.54, respectively, were approved for payment.

#### **Unfinished Business.**

The proposed rules governing terminal matters at Omaha, South Omaha and Council Bluffs, were taken up, clause by clause, and adopted with a few minor changes, and the secretary was directed to run off copies of same and see that each member was supplied therewith.

#### **Joint Car Inspection.**

After a good deal of talk on the above subject, it was carried over until the October session, with the suggestion that all members come to that meeting fully prepared to discuss same.

Upon motion, a committee was appointed to draw up a set of rules looking to the territory of Omaha, South Omaha and Council Bluffs, being placed in charge of a joint inspector. The following members were named as said committee: Messrs. Charles Ware, J. Russell and F. E. Nicoles, the first named to act as chairman, the secretary to notify them of said appointment, and that it is the sense of this Association that they should get down to business at the earliest possible moment.

Upon motion, meeting adjourned until Wednesday, October 17, 1906.

I. P. DAWSON, Secy. pro tem.







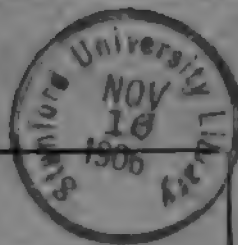
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**Central Association**

... of ...

# **Railroad Officers**

## **Proceedings.**

 **October.** 

**Cincinnati Division.**

**Indianapolis Division.**

**Columbus Division.**

**Toledo Division.**

**Denver Division.**

**Peoria Division.**

**St. Louis Division.**

**Kansas City Division.**

**Louisville Division.**

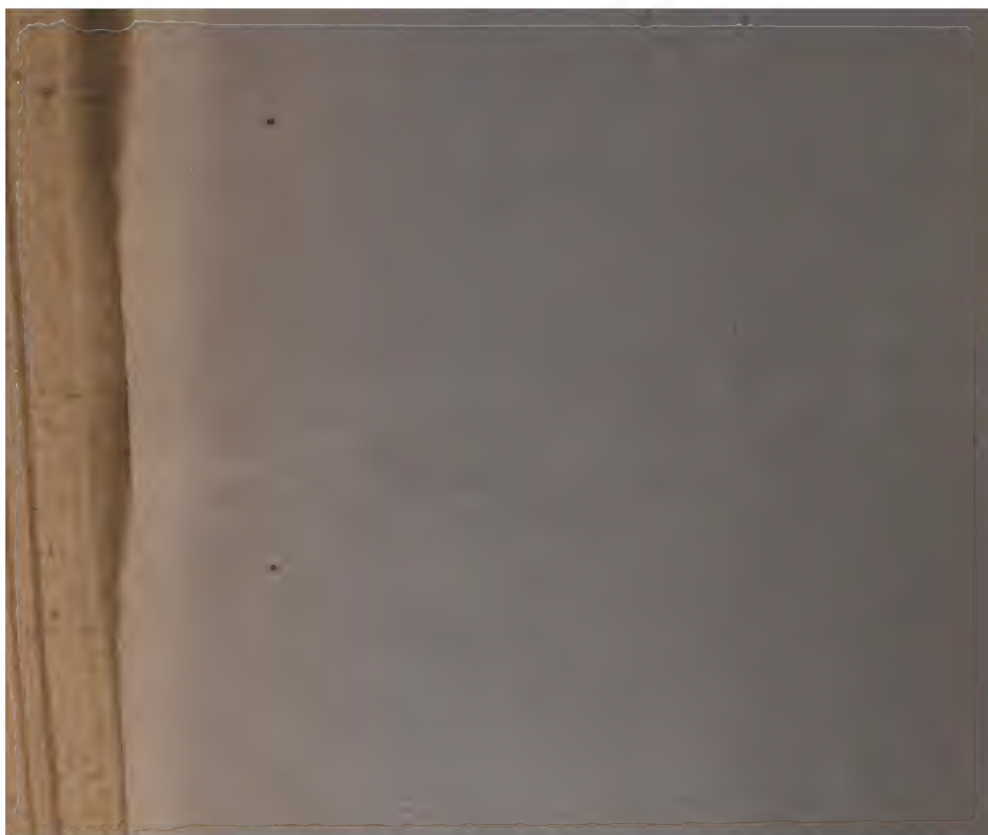
**Detroit Division.**

**Omaha Division.**



**1906.**

**C. J. Krehbiel & Co., Printers,  
Cincinnati, O.**



# CENTRAL ASSOCIATION

... OF ...

## RAILROAD OFFICERS PROCEEDINGS.

OCTOBER.

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1906.

PRESS OF C. J. KREHBIEL & CO., CINCINNATI

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Officers of the Central Association of Railroad Officers and Its Various Divisions

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F. S. RAWLINS. ....2d Vice-President.  
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J. E. MERION (Indianapolis Div.) W. B. WOOD (Columbus Div.)  
E. RYDER (St. Louis Div.) D. S. SUTHERLAND (Detroit Div.)  
OTTO SCHROLL (Toledo Div.) F. S. RAWLINS (Kansas City Div.)  
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B. H. GARRIGUES.....	"	Kansas City "
J. C. LOOMIS.....	"	Louisville "
E. S. MAXWELL.....	"	Detroit "
E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "

## CINCINNATI DIVISION.

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The Regular Monthly Meeting of the Central Association of Railroad Officers,  
Cincinnati Division, was held in Room 10, Carew Building,  
Cincinnati, Ohio, Tuesday, Oct. 9th, 1906.

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The representation was as follows:

B. & O. S-W. R. R.....J. C. Hagerty.....Superintendent.  
J. R. Kearney (1)  
C. E. Pierret (2)  
C. C. C. & St. L. Ry....J. R. Cavanagh (3)  
C. H. & D. Ry.....T. A. Sweeney (4)  
G. H. Waldo.....Supt. Car Service.  
C. & O. Ry.....E. P. Goodwin.....Superintendent.  
Cinti. Nor. R. R.....Not represented.  
N. & W. Ry.....G. P. Johnson.....Superintendent.  
C. & M. V. Ry.....Not represented.  
C. N. O. & T. P. Ry....Not represented.  
L. & N. R. R.....Brent Arnold .....Supt.  
L. & E. Ry. ....Not represented.

**P. C. C. & St. L. Ry.....R. C. Barnard.....Superintendent.**  
**Nettleton Neff . . . . .Supt.**

- (1) Represented by Mr. G. F. Malone.
- (2) Chief Clerk to General Superintendent.
- (3) Represented by Mr. Wm. Davis.
- (4) Represented by Mr. C. L. Brevoort.

Visitors: Mr. W. E. Magee, Yard Master, P. C. C. & St. L. Ry., and Mr. C. M. Hitch, Foreman Car Repairs, C. H. & D. Ry.

The minutes of the last meeting, having been printed and distributed, stood approved without reading.

**Report of Committee Appointed to Persuade the N. & W. Ry.  
to Become a Member of the Joint Car Inspection  
Agreement.**

At the May meeting, Mr. Goodwin was appointed a committee of one to try and persuade the N. & W. Ry. to come in the Joint Car Inspection agreement at Cincinnati. Mr. Goodwin presented the report that the N. & W. Ry. declined. Mr. Johnson of the N. & W. Ry. being present, stated that he desired that the matter be held over until the next meeting as he would give it further consideration. It was so ordered.

**Abrogating Rule 7 of the Cincinnati Switching Reclaim Rules.**

At the meeting in April, the question of abrogating rule No. 7 of the Switching Reclaim Rules was taken up and discussed, and submitted to the Per Diem Committee, consisting, at that time, of Mr. W. T. Wolff, Chairman, and Mr. R. E. Boswell and Mr. W. C. Andrews. Since that time, Mr. Boswell and Mr. Andrews having resigned, their places were filled by the elec-

tion of Mr. E. C. Tomlinson, and Mr. G. H. Waldo, after which the matter was laid over until the next meeting.

**Intermediate Reclaims Between Connecting Lines and the  
A. & O. R. and I. & M. V.**

The Secretary read the following letter from Mr. J. R. Cavanagh, Superintendent Car Service, C. C. C. & St. L. Ry., dated July 6th:

“Will you kindly show in the business to be transacted the first meeting, whether special or regular of the Central Association of Railroad Officers, Cincinnati Division, the subject Intermediate reclaims between connecting lines and the A. & O. R. and I. & M. V.

I do not want to call an extra meeting for this, but if an extra meeting should be called please include this as one of the objects of the call, and it would be well to especially notify the Superintendents of Car Service of the various lines interested that this subject will be brought up for discussion.

Mr. Barnard: I move that a Committee of three be appointed, by the Chairman, to look into the matter of the I. & M. C. V. Ry. and the A. & O. R. R. being exempted from the obligation of the Per Diem Agreement the same as other members of the Association, of which Association they are members.

Seconded by Mr. Goodwin and carried.

The President appointed as said Committee Mr. J. R. Cavanagh, Chairman, and Mr. J. R. Kearney and Mr. G. H. Waldo.



**Increased Per Diem Rate Subsequent to July 1, 1906, in Its Bearing to Switching Reclaim Rules, Cincinnati Gateway.**

The Secretary read the following letter from Mr. R. E. Boswell, Superintendent Transportation, C. N. O. & T. P. Ry., dated May 8th:

Your C. A. May 4th replying to mine 8-20-4645, May 3d, concerning increased per diem rate subsequent to July 1, 1906, in its bearing to switching reclaim rules, Cincinnati gateway.

This letter should have been addressed to you as Secretary Central Association, and it is my desire to have matter brought up at next meeting of the Association.

The subject was referred to the Committee appointed by the President to consider the matter of intermediate reclaims between connecting lines and the A. & O. R. and I. & M. V.

**Application of the Chicago, Cincinnati & Louisville Railroad for Membership in the Central Association of Railroad Officers.**

The Secretary read a letter from Mr. R. P. Dalton, General Superintendent of the C. C. & L. R. R., making application for membership in the Central Association of Railroad Officers.

Mr. Arnold: I move that the C. C. & L. R. R. be elected a member of this Association.

Seconded by Mr. Goodwin and unanimously carried.

**Election of Chattanooga Association to Membership in the Central Association of Railroad Officers.**

The Secretary stated that the Superintendents located at Chattanooga, Tenn., had formed an association, and made ap-

plication for Division Membership in the Central Association of Railroad Officers, and that this matter had been submitted to the other Divisions for vote, and it was now in order for the Cincinnati Division to vote upon the admission of the Chattanooga Association.

On vote the Chattanooga Association was unanimously elected a member of the Central Association of Railroad Officers.

**Election of Mr. Melton to Membership in the Central Association of Railroad Officers.**

The Secretary read a letter from Mr. W. A. Garrett, General Manager of the C. N. O. & T. P. Ry., requesting that Mr. William S. Melton, Assistant Train Master, C. N. O. & T. P. Ry., be elected a member of the Central Association.

Mr. Arnold: I move that Mr. Melton be elected a member of the Cincinnati Division of the Central Association of Railroad Officers.

Seconded by Mr. Goodwin and unanimously carried.

**Resignation of Mr. Smith and the Election of Mr. Reeves.**

The Secretary read the following letter:

The Baltimore and Ohio Railroad Company.

Washington, Ind. October 6, 1906.

Mr. O. G. Fetter,

Secretary, Central Association of Railroad Officers,  
Cincinnati, Ohio.

Dear Sir: Your notice of October 4th of meeting of standing Committee on Joint Car Inspection received this A. M. On account of the Cincinnati Terminals being taken out of my jurisdiction, I beg to tender you my resignation as a member of this Committee and also as member of the Central Association of Railroad Officers.

Thanking you for the many courtesies extended me, I beg to remain,

Yours truly,

(Signed) F. J. SMITH,  
Master Mechanic.

Mr. Arnold: I move that his resignation be accepted with regret and that Mr. P. H. Reeves, M. M., B & O. R. R. Co. be elected to take the place made vacant on the Standing Committee on Joint Car Inspection by the resignation of Mr. Smith.

Seconded and carried.

#### **Election of Mr. Durrell a Member of the Central Association.**

The name of Mr. D. J. Durrell, General Foreman, P. C. C. & St. L. Ry. was presented for membership, and was unanimously elected a member, and also elected a member of the Standing Committee on Joint Inspection to take the place of Mr. P. T. Dunn, resigned.

#### **Dispute Between the L. & N. R. R. and the C. H. & D. Ry. Over Car C. G. W. No. 15462.**

The Secretary read the following letter from Mr. C. L. Brevoort, Train Master, C. H. & D. Ry. Co. dated October 9th:

"I representing Supt. Sweeney, of the C. H. & D. Ry., take exception to the decision rendered by the Standing Committee on Joint Car Inspection, consisting of Mr. Lawler, Big Four and Mr. Durrell, Pan-Handle, who decided against the C. H. & D. Ry. in reference to C. G. W. car No. 15462, and would respectfully refer the matter to the Central Association of Railroad Officers, Cincinnati Division, for consideration."

After some discussion, and the consent of the L. & N. R. R., it was moved and seconded, and carried "that inasmuch as the Chairman, Mr. Hagerty, is a disinterested party the matter be referred to him for decision."

**Request for Independent Men at Dayton, Springfield,  
and Hamilton.**

The Secretary stated that a great many of the Car Service Associations throughout the country had a great many Inspectors, or supervisors as they are called in some instances, who are located at the large junctional points to make the records, make out expense bills, do all the clerical work necessary to keep the records absolutely correct; that he had occasion recently to send his inspectors over the territory and they found that a notice, required by the law to be posted, was not properly posted in a great many cases and there was no effort to inform the public; and that he would recommend that he be given authority to place an independent man at the large junctional points, especially at Hamilton, Dayton and Springfield, at an expense of \$60 per month each.

Mr. Barnard: I move that this Association be empowered to appoint such men at all principal junction points, at the discretion of Mr. Fetter, and that the expense of these Inspectors be pro-rated among the lines interested on the wheelage basis, and that this resolution be submitted to letter ballot.

Seconded and carried.

On motion the meeting adjourned at 12:30 P. M.

J. C. HAGERTY,

President.

O. G. FETTER,

Secretary.

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**Proceedings of the Standing Committee on Joint  
Car Inspection.**

A meeting of the Standing Committee on Joint Car Inspection was held at the office of the Secretary, Room 10, Carew Building, Cincinnati, Ohio, Tuesday, October 9th 1906.

The meeting was called to order by Mr. Lawler, Chairman,  
at 10:30 A. M. with the following representation:

F. M. Lawler.....D. M. M.....C. C. C. & St. L. Ry.  
D. J. Durrell..... Gen. Foreman..P. C. C. & St. L. Ry.  
C. L. Brevoort..... T. M.....C. H. & D. Ry.  
Wm. Adair..... D. M. M.....L. & N. R. R.

**Dispute Between the L. & N. R. R. and the C. H. & D. Ry. over  
Car C. G. W. No. 15462.**

It seems from the discussion and correspondence that this is a case where a car loaded with coal was delivered by the L. & N. R. R. to the C. H. & D. Ry. and taken to Sidney, Ohio where it was unloaded. The car was found to be in a damaged condition by fire. The car was returned by the C. H. & D. Ry. to the L. & N. R. R. but the L. & N. R. R. refused to accept the car in the damaged condition. The question as to where the car was damaged became the subject of a dispute, and the matter was referred to the Standing Committee on Joint Car Inspection. It was, after discussion, decided that the C. H. & D. Ry. was responsible for the cost of repair.

Meeting adjourned at 11:00 A. M.

F. M. LAWLER,

Chairman.

O. G. FETTER,

Secretary.

## INDIANAPOLIS DIVISION.

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Regular Monthly Meeting of the Indianapolis Division of the Central  
Association of Railroad Officers, held Monday, Oct. 1st, 1906,  
2 o'clock P. M., with President Merion in the Chair.

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A full representation was present as follows:

C. C. C. & St. L. Ry.....	M. A. Neville.....	Superintendent.
P. & E. R. R.....	M. A. Neville.....	Superintendent.
C. H. & D. Ry.....	J. M. Scott.....	Superintendent.
C. I. & L. Ry.....	A. J. O'Reilly.....	General Agent.
L. E. & W. Ry.....	M. P. Deniston....	Superintendent.
I. U. Ry.....	A. A. Zion .....	Supt.
I. U. Ry.....	J. E. Merion.....	Auditor.
P. C. C. & St. L. Ry.....	H. B. Reynolds.....	Train Master.
Vandalia R. R.....	J. J. Pruett.....	Train Master.
Indpls. Sou. R. R.....	L. W. Baldwin....	Superintendent.

The Secretary read the following:

Terre Haute, September 27, 1906.

Mr. G. B. Staats,

Secretary Central Association of Railroad Officers.  
Indianapolis, Indiana.

Dear Sir: I have your letter of September 26th, advising

of the next regular meeting of the Indianapolis Division of the Central Association to be held in Indianapolis at 2:00 P. M., October 1st, and will have to advise that I shall not be able to attend this meeting on account of being obliged to attend an important meeting at the General Manager's office at St. Louis on that date.

Yours truly,  
(Signed) W. C. Downing,  
Superintendent.

Richmond, Ind., September 28, 1906.

Mr. G. B. Staats,  
Secretary Central Association of Railroad Officers,  
Indianapolis, Indiana.

Dear Sir: I have your notice of September 26th with regard to regular meeting of the Indianapolis Division of the Central Association of Railroad Officers, to be held at Indianapolis Union Station Monday, October 1st, 1906, and regret that I will be unable to attend, on account of an important previous engagement.

Yours truly,  
(Signed) Nettleton Neff,  
Superintendent.

The minutes of the last meeting (June) were approved as printed.

The Secretary advised there was no unfinished business on hand, nor any committee reports due; that the only business before the Association was a number of communications which were submitted in the order received:

Cincinnati, Ohio, June 5, 1906.

To all Secretaries:

At the meeting of the Central Association of Railroad Officers held at St. Louis on May 28th and 29th, the following notice was given, looking to change in constitution and by-laws at the next annual meeting:

Moved, That our Constitution and by-laws be amended to read: "The Executive Committee shall be composed of five members, instead of eleven as at present, and that they be elected annually.

Please present this to your Division at its next regular meeting so that they may be advised of the anticipated change.

Yours very truly,  
(Signed) O. G. Fetter,  
General Secretary.

An informal discussion followed the reading of this communication, the result clearly indicating that it was the consensus of the opinions expressed, that the interests of the various Divisions would be best conserved by continuing the present practise of having each Division represented on the Executive Committee—that so far as having a quorum present at all meetings of the Executive Committee, the Indianapolis Division agrees to make an honest effort to have its representative present.

Cincinnati, Ohio, June 5, 1906.

To all Secretaries:

I hand you herewith report of Committee on Uniformity of Rules governing Interchange Inspection of Cars at Large Terminals.

At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28th and 29th, the enclosed report was adopted as the uniform practice of the Central Association, with the recommendation that all Divisions adopt same locally.

Will you kindly present the matter to your Division at their first regular meeting, and advise me the action taken.

Yours very truly,  
(Signed) O. G. Fetter,  
General Secretary.

It was the unanimous opinion that, owing to the importance of this subject, the members should be allowed until



next meeting to look further into the question. On motion, it was decided to carry the matter over to the November meeting, the Secretary to so notify each member of this action, and call attention to the printed report in full, which will be found, pages 615 to 630, in the proceedings of the Annual Meeting, held at St. Louis, Mo., May 28 and 29, 1906.

Cincinnati, O., June 5, 1906.

To All Secretaries:

Notice of change in Constitution and By-laws was given at the meeting of the Central Association of Railroad Officers, held at St. Louis, on May 28 and 29, changing them to read that the salary of the General Secretary shall be fifty dollars per month, in place of twenty-five dollars, as heretofore.

Please place this matter before your Division, that all may be advised as to the anticipated change.

Yours very truly,

(Signed) O. G. Fetter,  
General Secretary.

It was thought unnecessary to take any action on this question at the present time.

Cincinnati, O., August 2, 1906.

Mr. J. E. Merion,  
Auditor I. U. Ry. Co.,  
Indianapolis, Ind.

Dear Sir: Mr. Rhoads is Chairman of the Signal Committee, and the Executive Committee have written suggesting that that Committee submit a report at the next annual meeting, on the best method of signaling yards. As it will be necessary for the report of this Committee to be in the hands of the General Secretary by May 18th, we sincerely hope that the subject will be watched and forced so that we may get the benefit of the early printing and distribution.

Yours very truly,

(Signed) H. M. Waite,  
President.

Cincinnati, O., August 20, 1906.

Mr. G. B. Staats,  
Sec'y Central Ass'n R. R. Officers,  
Indianapolis, Ind.

Dear Sir: At the annual meeting of the Central Association of Railroad Officers, held in St. Louis last May, a Committee on Signaling and Interlocking, to consider papers submitted by Mr. Rhoads on Signal Lights, and Mr. Bignell on protecting trains within station limits by fixed signals, was appointed, to consist of one member from the Indianapolis, Kansas City and Detroit Divisions. Mr. C. S. Rhoads, Superintendent of Telegraph, C. C. C. & St. L. Ry., Indianapolis, is Chairman of this Committee.

It is necessary that this Committee makes its report not later than May 18th. Will you kindly lay this matter before your Division at its next regular meeting, and prepare, as an Association, to render Mr. Rhoads all the assistance possible in preparing his report. The Kansas City and Detroit Divisions have each been requested to render its representative on this Committee what assistance it can.

Please advise me promptly after your next regular meeting what assistance, or what arrangement was made to assist your representative in this matter.

Yours very truly,

(Signed) O. G. Fetter,  
General Secretary.

Indianapolis, Ind., September 26, 1906.

Mr. C. S. Rhoads,  
Superintendent of Telegraph.

Dear Sir: Attached please find copy of two letters—one from President H. M. Waite, dated August 2d, in reference to best method of signaling yards; the other from General Secretary O. G. Fetter, dated August 20th, in reference to special report to be made by the Signaling Committee.

Will you kindly arrange to be present at the next meeting

to be held as per notice enclosed, and advise the Association as to present status of these matters?

Yours truly,  
(Signed) G. B. Staats,  
Secretary.

Indianapolis, Ind., September 30, 1906.

Mr. G. B. Staats,  
Sec'y Central Ass'n R. R. Officers,  
Indianapolis, Ind.

Dear Sir: Your favor of the 26th ult., enclosing correspondence with reference to the subject of "The Best Method of Signaling Yards," received.

I had expected to attend the meeting tomorrow, but business calls me away on night train tonight, which will keep me over tomorrow.

Nothing has yet been done on my part toward making a report for the next annual meeting, but I have it on the docket and will confer with the other members of the Committee.

In the meantime, if any of our members have convictions and ideas on the subject, we shall be glad to hear from them, as we are all aware of the fact that a large portion of the serious wrecks that are occurring throughout our country are within yard limits, and the further fact that it is difficult to operate a position block for trains passing through yards where there are numerous yard engines, makes it all the more necessary to have all the protection that can be afforded in the way of fixed signals.

Yours sincerely,  
(Signed) C. S. Rhoads.

The Secretary was directed to include the several communications relating to signals as a part of the proceedings of this meeting, and docket the subject for special consideration at the next regular meeting, at which time it was hoped Mr. Rhoads could be present.

Cincinnati, O., September 11, 1906.

To All Division Secretaries,

Central Association of Railroad Officers.

Dear Sirs: At the last annual meeting of the Central Association I was instructed to obtain from the Secretaries of the various Divisions of the Central Association their standing rules and resolutions and print them in a single book. This book is now going into type. Will you please advise me as soon as possible how many copies you will need? I will not be able to have the printer proceed much further without knowing how many will be required. Please decide this matter promptly and advise.

Yours very truly,

(Signed) O. G. Fetter,  
General Secretary.

It was not clear to the members present as to the utility of such a combined book. However, since the matter had been already arranged by the Central Association, this Division will order one copy for the Secretary's files.

Cincinnati, O., September 13, 1906.

To All Secretaries:

I have the following letter from Secretary H. P. Eagar, of the Chattanooga Association of Railroad Officers, under date of September 11, 1906:

On August 31st, the Superintendents of the lines entering Chattanooga, Tenn., organized the Chattanooga Division of the Central Association of Railroad Officers. Mr. H. M. Waite was elected temporary President, and the undersigned permanent Secretary, with instructions to apply to your organization for membership.

Will you please consider this a formal application for membership, to be submitted for consideration, with request that you advise me of action taken.

Will you kindly lay this matter before your Association for vote as to admitting the Chattanooga Association to membership in the Central Association of Railroad Officers.

An early reply will greatly oblige,

Yours very truly,

(Signed) O. G. Fetter,  
General Secretary.

It was unanimously decided on motion that the Chattanooga Association should be admitted to membership.

The Secretary stated that advice had been received from the General Secretary, notifying all Division Secretaries that arrangements had been perfected to mail copies of proceedings direct to each individual member, instead of through the Division Secretaries; this in order to save duplication in sending out copies, as well as delay.

Meeting adjourned.

J. E. MERION,  
President.

G. B. STAATS,  
Secretary.

## COLUMBUS DIVISION.

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**Regular Monthly Meeting of Central Association of Railroad Officers,  
Columbus Division, held in Room 398, Union Station, Columbus, O.,  
Wednesday, Oct. 10th, 1906.**

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Meeting was called to order at 1:40 p. m. by President Bayley, with the following representation:

B. & O. R. R.....	J. F. Irwin.....	Supt.
C. A. & C.....	W. B. Wood.....	Superintendent.
C. C. C. & St. L. Ry.....	W. G. Bayley.....	Superintendent.
	J. R. Cavanaugh..	Supt. Car Service.
Hocking Valley Ry.....	R. S. Quigley.....	Superintendent.
	E. J. Powell.....	Master Mechanic.
N. & W. Ry.....	G. P. Johnson.....	Superintendent.
P. C. C. & St. L. Ry.....	L. Ohliger.....	Superintendent.
	P. F. Smith, Jr...	Master Mechanic.
Penna. Co., (Toledo Div.)	Otto Schroll.....	Superintendent.
T. & O. C. Ry.....	H. E. Speaks .....	Superintendent.
	H. E. Passmore..	Master Mechanic.

Mr. Otto Schroll represented by Mr. L. Ohliger.

Minutes of previous meeting were read by Secretary and approved as read and published.

**Unfinished Business.**

**Non-Air Cars in Switch Movement.**

Secretary reported result of inquiry made by him of all members as to acceptance of non-air cars in switch movements, all lines replying in affirmative, some with reservations, the consensus of opinion, however, being that non-air cars would be accepted in switch movements, not subject to reconsignment.

**Uniform Storage Rules on L. O. L. Freight.**

Committee appointed from this Division at last meeting to confer with Committees from other Divisions on subject as above, reported to Secretary action taken at conference of the Committees, submitting code of rules adopted by the Joint Committee and recommended by them for adoption throughout the state of Ohio, a copy of proposed rules being submitted to each member of this Division by the Secretary for consideration, to be prepared to vote at this meeting.

On motion, duly seconded and carried, the report of the Committee as filed with Secretary and submitted to all members, as above stated, was accepted and laid on the table, the N. & W. Ry. not voting.

**Reading of Correspondence.**

**Amendment of Constitution and By-Laws—Executive Committee to Be Composed of Five instead of Eleven Members.**

Following communication was read by the Secretary:

Cincinnati, O., June 5, 1906.

To All Secretaries:

At the meeting of the Central Association of Railroad Officers, held at St. Louis, on May 28th and 29th, the following notice was given, looking to change in Constitution and By-Laws at the next annual meeting:

**Moved,** That our Constitution and By-Laws be amended to read:

The Executive Committee shall be composed of five members, instead of eleven, as at present, and that they be elected annually.

Please present this to your Division at its next regular meeting, so that they may be advised of the anticipated change.

Yours very truly,

(Signed) O. G. Fetter.

Gen'l Sec'y.

On motion the change as proposed was approved by this Division, the representative from Columbus Division at next annual meeting to be so instructed.

**Membership of Chattanooga Division.**

Communication as follows from General Secretary:

Cincinnati, O., September 13, 1906.

To All Secretaries:

I have the following letter from Secretary H. P. Eagar, of the Chattanooga Association of Railroad Officers, under date of September 11, 1906:



On August 31st the Superintendents of lines entering Chattanooga, Tenn., organized the Chattanooga Division of Central Association of Railroad Officers. Mr. H. M. Waite was elected temporary President, and the undersigned permanent Secretary, with instructions to apply to your organization for membership.

Will you please consider this a formal application for membership, to be submitted for consideration, with request that you advise me of action taken.

Will you kindly lay this matter before your Association for vote as to admitting Chattanooga Association to membership in the Central Association of Railroad Officers.

An early reply will greatly oblige.

Yours very truly,

(Signed) O. G. Fetter,

Gen'l Sec'y.

On motion, duly seconded and carried, the Secretary was instructed to notify the General Secretary of this Division's vote in the affirmative on application of Chattanooga Division for membership in Central Association of Railroad Officers.

#### **Train Rule and Transportation Committee Appointed at Annual Meeting in May, 1906.**

Secretary read communication as follows:

Cincinnati, O., August 14, 1906.

Mr. J. D. Berry.

Sec'y Columbus Division, Central Association.  
Columbus, O.

Dear Sir: At the annual meeting of the Central Association of Railroad Officers, held in St. Louis, last May, a Committee was appointed on Transportation, covering train rules,

as well as other matters pertaining to transportation, consisting of one member from each of the following Divisions: Denver, Columbus and Louisville. Mr. E. Stenger, Superintendent U. P. R. R. at Denver, is Chairman of this Committee. It is necessary that this Committee makes its report not later than May 18th. Mr. L. Ohliger is the representative of your Division on this Committee. Will you please lay this letter before your Division at its next regular meeting, and prepare to assist, as an Association, your representative in preparing data to lay before the Committee at the call of the Chairman?

Please advise me promptly after your next regular meeting what assistance, or what arrangements were made to assist your representative in this matter.

Yours very truly,

(Signed) O. G. Fetter,  
Gen'l Sec'y.

On motion, duly seconded and carried, the communication was received and filed, the Secretary being instructed to reply to the General Secretary that Columbus Division will assist its representative any way possible, and furnish information on any subject he may desire to present to the Committee for consideration to be presented at next annual meeting.

#### **Uniform Rules in Interchange of Cars at Large Terminals.**

Following communication was read by Secretary:

Cincinnati, O., June 5, 1906.

To All Secretaries:

I hand you herewith report of Committee on Uniformity of Rules governing Interchange of Cars at large Terminals.

At the meeting of the Central Association of Railroad Officers, held at St. Louis, May 28th and 29th, the enclosed report was adopted as the uniform practice of the Central Association, with recommendation that all Divisions adopt same locally.

Will you kindly present the matter to your Division at their first regular meeting, and advise me the action taken.

Yours very truly,

(Signed) O. G. Fetter,  
Gen'l Sec'y.

It was moved, seconded and carried that the rules as proposed be submitted to Executive Committee on Interchange Car Inspection, Agreement and Rules, for their consideration and report.

#### **Reports of Committees.**

Minutes of meeting of Executive Committee on Car Inspection, held May 29, 1906. were read and ordered placed on file.

#### **New Business.**

##### **Breaking of Seals by Grain Inspectors.**

It was brought to the attention of the meeting that a Grain Inspector, representing the Grain Dealers of Columbus, was making a practice of breaking seals on cars containing grain in yards wherever he might find them without first procuring authority from proper representative of the Railway Company, and in many instances failing to report his action to proper representative of the Railway Company, that the cars might be resealed, with result that numerous times cars are left without proper seal protection.

After liberal discussion, in which it was consensus of opinion that the practice was highly improper, the following resolution was unanimously adopted, and Secretary instructed to notify the Agents of the Railway Companies and the Grain Dealers:

**Resolved,** That it is the sense of this Associa-

tion that Inspectors of grain and hay be prohibited from breaking seals on cars for the purpose of inspection of contents, and that they be required to arrange with Yard Master or Agent for opening of cars and resealing of same, until such time as other more satisfactory arrangements can be made.

**Rates of Pay for Freight Handlers.**

Owing to scarcity of labor, and with a view to enable local agents to offer better wages, it was moved, seconded and carried that the resolution to pay 15 cents per hour to freight handlers for first thirty days of employment be suspended, so far as experienced truckmen are concerned, until the labor situation becomes easier.

Bill of \$12.96, this Division's proportion of expenses of Central Association of Railroad Officers for the month of September, was approved and ordered paid. However, the Secretary was instructed to take up with General Secretary the item of \$50.00 for printing mailing wrappers, to ascertain the number printed and for what period the supply will last.

On motion, meeting adjourned at 3:45 p. m.

W. G. BAYLEY,  
President.

J. D. BERRY,  
Secretary.

## TOLEDO DIVISION.

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**Regular Monthly Meeting of the Central Association of Railroad Officers,  
Toledo Division, held in Room 615 Nicholas Building, Toledo,  
Ohio, Thursday, Oct. 11th, 1906.**

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Meeting called to order at 11:15 A. M. by Mr. R. S. Quigley, President, with the following representation:

C. H. & D. Ry.....	G. H. Waldo.....	Supt. Car Service.
C. H. & D. Ry.....	E. F. Holbrock.....	Agent.
C. C. C. & St. L. Ry.....	T. J. Kizer.....	Commercial Agent.
C. C. C. & St. L. Ry.....	M. J. Heffernan.....	Train Master.
H. V. Ry.....	R. S. Quigley.....	Superintendent.
H. V. Ry.....	W. F. Elrod.....	Supt. Terminals.
L. S. & M. S. Ry.....	H. J. Merrick.....	Supt. Frt. Transp'n.
L. S. & M. S. Ry.....	G. E. Husted.....	Agent.
M. C. R. R.....	D. S. Sutherland.....	Superintendent.
M. C. R. R.....	B. R. Donovan.....	Train Master.
Penna. Company.....	Otto Schroll.....	Superintendent.
T. & O. C. Ry.....	T. M. Connors.....	Asst. Supt.
T. & O. C. Ry.....	H. E. Passmore.....	Master Mechanic.

Wabash R. R..... C. H. Newton.....Joint Agent.  
W. & L. E. R. R.....C. H. Newton.....Joint Agent.  
E. C. Palmer (1)

(1) Chief Interchange Inspector.

The minutes of the previous meeting were read and approved.

The Secretary reported that the Local Freight Agents' Association to which Association the matter of Messenger Service was referred at the last meeting of the Central Association of Railroad Officers, Toledo Division, had appointed a Committee to look into the matter of Messenger Service.

Mr. G. E. Husted who is Chairman of the Committee was present at this meeting and reported that the Committee was not ready to make a report and on motion, they were given further time in which to prepare the report.

The Secretary read the minutes of the Meetings of the Standing Committee on Interchange Car Inspection, held September 6th, and October 4th, and on motion same were approved.

The Secretary read the following letter from Mr. G. H. Waldo, Superintendent of Car Service of the C. H. & D. Ry., dated October 8th, 1906:

"From circular pertaining to the October 1905 meeting of the Toledo Division of Central Association of Railroad Officers, I note the following: Moved, That rate now in effect, (\$0.20) be continued for one year, commencing September 1st, 1905. Seconded and carried."

Now I cannot find where anything later has come up on this 20-cent rate and would be glad to know if anything has been done by the Committee in regard to this as the time is now up.

Will thank you very much for this information."

After some discussion of this matter, Mr. G. E. Husted

moved that until further notice, the rate of **intermediate** reclaim be raised to \$0.25, effective October 1st, 1906.

On motion adjourned.

R. S. QUIGLEY,  
President.

H. M. ELLIOTT,  
Secretary.

## PEORIA DIVISION.

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Proceedings of Regular Monthly Meeting held in Room 17, Union  
Depot, Peoria, Ill., Tuesday, Oct. 9th, 1906.

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Meeting convened at 9:20 a. m., Vice-President Niederlander in the chair.

Present:

A. T. & S. F. Ry.....Not represented.  
C. & A.....Not represented.  
C. & N. W. ....S. M. Braden .....Supt.  
C. B. & Q.....J. M. Mulhurn..Supt. Arrived late.  
C. R. I. & P.....Not represented.  
C. P. & St. L.....Not represented.  
Ill. Cent. ....Not represented.  
Iowa Central.....J. E. McCarty.....Train Master.  
L. E. & W. R. R. ....W. J. Davis.....Superintendent.  
P. & P. T.....Not represented.  
P. & P. U.....P. H. Niederlander.....Supt.  
P. & E. ....W. F. Schaff.....Train Master.  
T. P. & W.....S. M. Russell.....Supt.  
Vandalia R. R. ....F. H. Worthington..Superintendent.  
Vandalia R. R.....B. H. Schofffield.....Train Master.



Visitors: L. L. Hyde, A. G. F. A., L. E. & W.; N. D. Ballantine, Supt. Car Service, C. R. I. & P.; H. I. Battles, Agent, C. R. I. & P.; J. R. Cavanaugh, Supt. Car Service, Big Four; J. M. Daly, Car Accountant, Ill. Central.

The minutes of the May meeting were approved without reading.

### **Switching Limits for Reclaim Purposes.**

Mr. Braden: I move it be removed from the docket.

Seconded and carried.

This subject resolves itself into another subject, viz.: "Interpretation under Per Diem Reclaim Rules." At the May meeting you instructed that a letter ballot be taken on interpretation under Rule 7. This resulted as follows:

Yes: C. R. I. & P., C. & A., Van., L. E. & W., Iowa Central, A. T. & S. F., T. P. & W., P. P. & U.

Doubtful: P. & P. T.

One Day: C. & N. W.

Does not cover cases: C. P. & St. L.

The objections to Rule 7 will be removed by inserting, "When cars are returned without being repaired, no reclaim will be allowed."

Mr. Braden: I move it be inserted.

Seconded and carried.

### **Interpretation of Peoria and Pekin Per Diem Reclaim Rules, in Effect January 1, 1905, Governing Cars Interchanged in Bad Order.**

Per Rule 7, actual per diem accruing will be allowed; this is not intended as meaning the number of hours the car is held for repairs, the reclaim being counted by days, for example:

•  
A car day is twenty-four (24) hours, counted from 12:00 midnight to 11:59 p. m., or midnight to midnight of the same date.

On a bad order car received from a connecting line at 10:00 p. m. of one date, and repaired at 9:00 a. m. of the next day, one day reclaim will be allowed.

It is understood that the delivering company pays the Car Owner Per Diem for the day car is delivered, viz.: On a car delivered at one (1) a. m., the delivering line pays per diem for that date up to twelve (12) o'clock, midnight, and for any car held for repairs any number of days after that hour, reclaim will be allowed against delivering road, to a maximum of three (3) days.

#### **Reclaims Allowed.**

1. On Car Owners' cars received home, with defects for which the delivering Company is responsible.
2. On foreign cars received with either car owners' defects, or defects the delivering company is responsible for.
3. On house or yard cars when repairs are necessary to make the movement.
4. On cars handled by an intermediate road on a switching charge, if condition of the car requires repairs to be made to place it in condition to make the movement from one road to another, character of defects to decide.
5. On all cars transferred on account of condition of car, overloading, dimensions of car, dimensions of lading on open cars, and shifter or spread lading on open cars.
6. On all cars reloaded or partial transfers made on account of side doors forced out by lading, end gates forced out by lading, leaking lading, securing lading at side doors, re-blocking of lading on open cars, and absence of grain doors in box cars loaded with lime, coal, sand, etc.
7. On all cars received from connecting lines in defective condition that necessitates switching out to make the repairs, except Private cars, and Car Owners' cars, received home

with defects for which the car owner is responsible per M. C. B. rules.

**Switching Lines Responsible.**

8. On each car damaged or with material missing, when damaged or lost while the car is in possession of a switching line, that necessitates detention of the car, by the receiving company, to make repairs.

9. Switching lines that permit an industry, located on their line, to load a car and consign it via a different line than that received from, will be responsible for reclaim if any defects exist that will necessitate the detention of car to make repairs.

**No Reclaims Allowed.**

10. On private cars and on cars belonging to railroads not parties to the Per Diem Agreement.

11. On cars which need light repairs that can be made in yard without requiring the switching out.

12. On cars passed on card, passed on notation, or passed as O. K. without any repairs being made.

13. On cars returned to delivering line without being repaired.

**Home Deliveries.**

14. Companies must state what cars belonging to their system they consider Home when delivered on their rails by connections.

**Early Closing of Freight Houses.**

Mr. Worthington: Mr. Braden just suggested one thing in connection with report of this Committee. It will be necessary to notify the Transfer Company if we start the car

transfer arrangement January 1st. The car transfer is now in effect to a limited extent. We will all give it a fair trial. One objecting member has now come around. It might be well to take a vote. We should have our agents notify Thede Brothers that the car transfer will be put into effect January 1st, on trial, anyway.

Chairman: Did you confer with the Transfer Company? In case the carload transfer should not prove satisfactory, it will not be easy to effect new arrangement account Thede Brothers controlling the transfer business at Peoria. The agents must notify Thede Brothers November 1st that the teaming contract will not be renewed after January 1st, 1907, as we are not to handle L. C. L. freight by team thereafter.

Mr. Russell: Suppose the Q. kick over after notice to the Transfer Company?

Mr. Braden: They will have to hire transfer themselves.

Mr. Braden: I move the Committee be directed to continue with power to act.

Mr. Worthington: There was a minority report signed by Mr. Mulhurn. At the annual meeting at St. Louis he changed his views. For the P. & P. U., the report of Committee is satisfactory. The Shippers also have agreed to it, but wanted us to wait until business was lighter.

Chairman: We first received requests to add check clerks, then trucks. We have recently purchased six dozen Reynolds' Improved Trucks, and our freight handlers now average ninety men.

Mr. Braden: How does this compare?

Chairman: Our force sometimes reaches 115 to 120 men. We deliver freight right on the wagons.

Mr. Braden: Both in and out?

Chairman: We do, as near as possible.

Secretary: A motion will be in order to the effect that Secretary will notify the Agents to give necessary notice to

the Transfer Company that on and after January 1st, 1907, the teaming contract will be discontinued.

Chairman: Mr. Mulhurn has withdrawn his objections. I will be responsible for this statement going into the proceedings.

Mr. Braden: At our May meeting Mr. Page invited the Committee to go over the situation with him, but the Committee have not yet accepted it. I don't think there is any objections on the part of the C. B. & Q. to giving arrangement a fair trial. They can make any arrangement with the Transfer Company they want to.

Mr. Worthington: Freight will have to be accepted when tendered by either team or car.

A motion as suggested by the Chairman was then put and carried.

#### **Policing Freight Houses.**

Secretary: In June I received request of the Peoria Shippers' Association to put on a police officer having jurisdiction over all teams at freight houses. I took the matter up with the lines, and while there was no objection, it seemed to be the opinion that this was a matter to be settled directly with the P. & P. U., C. R. I. & P., C. B. & Q., and P. & P. T., and I replied to the Shippers' Association, referring them to the lines mentioned.

Mr. Braden: I think it is not an Association matter, and the Secretary was right in referring them to the interested parties.

Chairman: We have given them authority to put this man on team-ways, but do not think he has any business in the freight house. There are too many people in the freight house who have no business there. I found big corporations sending their teamsters through the freight houses taking marks

off of packages to refer to their people. I answered Mr. Young, of the Shippers' Association, a few days ago.

Secretary: I have another letter from them (reads same), to which I will reply as before. Consent.

### **Uniform Inspection of Interchange Cars.**

Secretary: This subject came to us from the Central Association proper, in accord with action taken at the St. Louis annual meeting. In order to make the rules effective, it will be necessary for them to be adopted by this Division.

Mr. Worthington: I think we should leave our interchange as it is.

Chairman: We have better rules now.

Mr. Braden: All lines except the Iowa Central are parties to our present arrangement. The rules do not show the membership. Do you know if the Iowa Central are parties to those rules, Mr. McCarty?

Mr. McCarty: I know nothing about it.

Mr. Braden: Without all lines, it will be hard to work under them.

Chairman: A non-participant will stand under M. C. B. Rules, not these.

Mr. Braden: What is the Iowa Central's objection?

Mr. Worthington: The Iowa Central do not put up any argument. They are only doubtful.

Mr. Braden: The Iowa Central are bound to agree to what line should pay cost of transfer, because it is a rule of the Association, and they are members.

Secretary: Possibly the Iowa Central were desirous of going a little further than our rules.

Mr. Braden: The Master Mechanics' rule is better than

ours. You can collect for transfer from your customer if you want to. These rules were adopted three years ago, and are working satisfactorily.

Secretary: The Master Mechanics request a representative from this Association on their Arbitration Committee.

Chairman: How many members from this Association?

Mr. Worthington: Two members. The present Committee consists of five members—three car men and two transportation men, mechanical men predominating.

Chairman: I think we should refer the matter back to the Master Mechanics, and find out how much representation they want. The matter of uniform rules was presented at both Kansas City and St. Louis, and Mr. Schaff told them that Peoria rules suited us, and to count Peoria out.

Mr. Worthington: I move we conform to present arrangement, and that the Secretary be instructed to ask the Master Mechanics how many members on the Arbitration Committee they want from this Association.

Seconded and carried.

### **Twenty-eight Hour Limit on Live Stock.**

Mr. Worthington: I move it be stricken from the docket.

Mr. Braden: Just at the time this matter was first agitated, Local Agents' Association had it up, and came to us for ratification.

Secretary: Action was taken at our January meeting. Resolution passed that the Local Agents' Association rescind their resolution and restore the matter to a normal condition. Our topics have been numerous, and this has not been reached until today. I wrote to Secretary of Agriculture for copy of the law, and have other letters in regard to it. The Local Agents advise as follows:

Local Freight Agents' Association.

Peoria, January 13, 1906.

Mr. A. J. Elliott, Secretary.

Dear Sir: Referring to your file B-1938-E letter of January 10th, in reference to the 28-hour limit on live stock, will say that the matter was considered at a special meeting of this Association, held the 12th inst. Before putting your resolution into effect it was deemed advisable to reply to you, stating that, so far as the C. B. & Q. and C. R. I. & P. are concerned, the action would be perfectly proper, but that in our opinion such a step would be inadvisable so far as the interchange of traffic between the tenant lines of the P. & P. U. are concerned, for the following reasons:

1st—It would entail a switching charge of \$1.50 on each car.

2d—A delay would occur in placing the cars to the stock yards. In other words, the line receiving the cars would be required to order them to the forwarding line, and upon receipt of advice or billing by the latter it would be necessary for them to issue an order to the P. & P. U. to make delivery of the car to the stock yards, which in the interim would doubtless be moved to their out loads.

In view of these circumstances you are requested to give this matter further consideration, and to again advise what action you desire us to take.

(Signed) Local Freight Agents' Association of Peoria,  
G. T. Mowat, Secretary.

Mr. Braden: The only action necessary on our part is to rescind our instructions to the Local Freight Agents' Association and approve their plan.

Seconded and carried.

Telephones—New Company.

Mr. Davis: I move it be stricken from the docket.

Seconded and carried.



### **Furnishing Check Clerks for Industries.**

Mr. Battles: I think this was brought up by our people, and I think we are ready to drop it, as the law takes care of it now.

Chairman: If there is no objection, it will be stricken.

### **Night Clerks in Freight Houses.**

Mr. Braden: I want to ask if the arrangement made is being lived up to.

Chairman: Some lines put on night men, and some took them off. Freight is being delayed, and we are handling cars over and over. I can't recall, at present, the roads having night clerks and those not having.

Secretary: The Local Freight Agents' Association advises, under date of April 6th, that no night men had been provided by the following: C. & N. W., C. & A., C. P. & St. L., Big Four, Illinois Central, P. & P. T., and Vandalia.

The following have night men: C. R. I. & P., C. B. & Q., Iowa Central, P. & P. U., T. P. & W. The L. E. & W. maintains a night man until 11 p. m.

Mr. Braden: I think we have a night man; at least <sup>1</sup> authorized for one.

Mr. Worthington: We have half and half man, and <sup>are</sup> experiencing no delay.

On motion, this subject was stricken from the docket.

### **Movement of Empty Foreign Cars.**

Chairman: I brought this subject up because we were troubled with large numbers of empty coal, stock and flat

cars, and lines would not order them out of town. Am not having so much trouble now.

Mr. Daly: Tenants should be compelled to take cars out of town on request of the Terminal.

Mr. Russell: How can you compel them to do so?

Mr. Daly: Congestions at Terminals cost us more money. No Terminal should be made a storehouse for empty cars. It is a mutual affair, and there should be a penalty for failure to relieve when requested to do so.

Secretary: Mr. Niederlander has some hesitancy in advising Superintendents direct.

Chairman: There has been a big improvement, and my complaint does not apply now, but I will notify Superintendents direct in case I have similar trouble in the future. I suggest it be stricken from the docket.

Seconded and carried. .

#### **Abolishing Telephone Billing.**

Chairman: The Local Agents' Association brought this subject up, but there is no action to be taken, and we will therefore pass it.

#### **Seal Reports.**

Mr. Worthington: I move it be stricken from the docket.

Seconded and carried.

#### **Discipline.**

Chairman: We will pass this.

#### **Full Loading of Large Cars.**

Chairman: We will pass this.

**Coal Consumption per Ton Mile.**

Passed.

**Annual and Time Passes for Employes.**

from the docket.

**Advertisements on Station Walls.**

from the docket.

**Form Bills for Material and Labor.**

the docket.

**Attendance at Meetings.**

**Pilfering of Cars in P. & P. U. Yards.**

Mr. Worthington: We have had no trouble lately.

Chairman: We have got the workhouse full, and one or two are in the penitentiary.

Mr. Daly: At Memphis, the city is cooperating with the Company police, and have cleaned out a gang of bold thieves.

Chairman: We will continue this subject.

**Freight Train Permits.**

Stricken from the docket.

**Offering Reports.**

Chicago, Ill., June 13, 1906.

Mr. M. D. Schaff, President Peoria Division.

Dear Sir: In accordance with resolution adopted at the meeting of the Association, May 8th, your Committee met in the office of Mr. Battles, Agent of C. R. I. & P. at Peoria, on June 12th, and there was also present Mr. Niederlander, of the P. & P. U., and Mr. J. B. Smalley, Division Superintendent of the Rock Island.

The matter was thoroughly discussed. One of the difficulties of living up to Rules 14 and 15 of the Per Diem Code is the fact that the P. & P. U. terminals are used jointly by a large number of the lines entering Peoria, and cars interchanged with the P. & P. U. are considered as having been interchanged with their tenant lines direct. Mr. Niederlander, of the P. & P. U., informed the Committee that it would be out of the question for them to consider a change in this arrangement. A record kept by Mr. Battles, showing the interchange between the Rock Island and the P. & P. U.'s tenant lines for a period of four months, indicated that the volume of business delivered practically equalled that received, and the results obtained by making a check of several months' reclaims at this point, some time ago, revealed a very small net difference, not nearly enough to justify the extra labor involved in making up the offering reports, reclaims and contention incident thereto. A similar experience was related by another member of the Committee, and it is, therefore, the recommendation of your Committee that the practice of reclaiming or making offering reports, under Rules 14 and 15 of the Per Diem Code, be waived between all lines within the Peoria switching limits, except the P. & P. T., which is an exclusive switching line, and has never experienced any difficulty in this direction.

(Signed)

N. D. Ballantine,

J. R. Cavanaugh,

E. A. Burrill,

Committee.

Secretary: The result of letter ballot is as follows:  
Approved—

C. R. I. & P.  
P. & P. T.  
T. P. & W.  
Big Four.  
P. & P. U.  
Van.  
C. & N. W.  
L. E. & W.  
C. & A.  
Ill. Cent.

Object—

C. P. & St. L. not on Rule 15.  
C. B. & Q., reserve right to vary.

Iowa Cent., not in favor of changing practice of American Ry. Ass'n.

Mr. Ballantine: It about evens itself up. Out of 12,000 cars checked, we only found difference on 65 cars.

Mr. Cavanaugh: In checking up \$600.00 to \$700.00 worth of bills, we only found difference of 16 cars.

Mr. Daly: The conditions are different with us. We are the delivering road, and do not receive nearly as many loads in return.

Mr. Ballantine: If delivery was made to the P. & P. U. direct, instead of their tenant lines, it would be different.

Mr. Braden: American Railway Association rule covers this.

Mr. Daly: American Railway Association ways, you can make any local rule you want to.

Chairman: Mr. McCarty, in view of the fact that you are at liberty to make any local rule desired, can you vote yes, in order to get it passed?

Secretary: Mr. Frederick's letter is practically a favorable vote.

Mr. McCarty: The Iowa Central will vote yes.

Mr. Ballantine: Iowa Central are one road that refuses to sign offering reports, and they have a direct connection with us.

Chairman: The American Railway Association rule says interchange may be made at the nearest point of interest.

Mr. Daly: I don't know about this. There may be a local agreement of Superintendents in regard to where interchange should be made.

Chairman: In view of the letter ballot approving the Committee's report, the Secretary will notify the local agents to that effect.

Mr. Battles: It is understood that the recommendations of the Committee will clean the slate of all outstanding discrepancies account offering reports.

Chairman: I think that is the opinion.

### **Interchange Reports.**

Secretary read correspondence had with Mr. Bedbury, Car Accountant Iowa Central, complaining of cars confiscated by Pennsylvania Lines.

Mr. Ballantine: I think this is a family matter, and can best be settled by the lines at interest direct.

Mr. Battles: This was brought up in the Agents' meeting.

Mr. Cavanaugh: I move we refer to the Local Agents' Association for action and adjustment.

Seconded and carried.

**Changes in By-laws of the Association.**

Secretary: Mr. Schaff is not here, and I suggest it be carried until the next meeting.

Man: So ordered.

**Use of Cars as Drays.**

Someone said at our last meeting that the \$2.00 this service was not being made. I wrote theoria and Pekin, and have replies from everyone were making the charge.

**P. & P. U. Charge for Transfer.**

until next meeting.

**Supplies for Railway Mail Service.**

The Secretary read correspondence regarding desk and chairs for Union Depot mail room and reported that the desk formerly used in the meeting room had been loaned to the railway mail service transfer clerk.

The request of Superintendent West was ordered turned over to the P. & P. U. with power to act if necessary.

**By-laws and Standing Resolutions.**

Secretary: The General Secretary requests advice as to how many copies of the combined By-laws of the various divisions comprising the Central Association this division will require.

Mr. Braden: I think we should have at least 500 copies.

So ordered.

**Admitting Chattanooga Division.**

**Secretary:** A new division has been established at Chattanooga, and the General Secretary requests our vote on its admittance.

**Mr. Worthington:** I move we approve the application.

Seconded and carried.

**Salary of General Secretary**

**Secretary:** I also have notice of the change in salary of the General Secretary.

**Chairman:** This recommendation was made by the Peoria division at St. Louis.

**Mr. Russell:** No vote is necessary.

**Mr. Braden:** I move it be filed.

Seconded and carried.

**Executive Committee General Association.**

**Secretary:** I also have notice of a change in the Executive Committee of the General Association from five to eleven members. Presume this may be filed also.

**Committeemen General Association.**

**Secretary:** Mr. Worthington was appointed to represent the Peoria division on the Car Service Committee of the Central Association. Secretary Fetter advises that a report is due from this Committee not later than May 18th, and that the



matter be placed before the division and members prepared to assist Mr. Worthington in securing data, etc. for the report.

Mr. Worthington: There has been no meeting of the committee, and I don't know what is up.

Chairman: The Association will give all information requested by Mr. Worthington.

Secretary: Mr. S. M. Russell is a member of the committee on yards and terminals representing Peoria division. The same is true of this Committee.

Chairman: It will be so considered.

Adjourned at 11:05 A. M.

P. H. NIEDERLANDER,

Chairman.

A. J. ELLIOTT,

Secretary.

## ST. LOUIS DIVISION.

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**Proceedings of the Regular Monthly Meeting of the St. Louis Division of the  
Central Association of Railroad Officers, held in the Committee Room  
of the Jefferson Hotel, Friday, Oct. 12th, 1906.**

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In the absence of the President and Vice-President, Mr. J. E. Taussig presided.

The representation was as follows:

B. & O. S-W. R. R.....	J. B. Carothers....	Superintendent.
	H. G. Kruse.....	Train Master.
	J. B. Grice.....	Agent.
C. B. & Q. Ry.....	J. A. Somerville...	Supt. Terminals.
C. & E. I. R. R.....		Not represented.
C. & A. R. R. ....		Not represented.
C. C. C. & St. L. Ry.....	R. R. Harris.....	Agent.
C. P. & St. L. Ry.....		Not represented.
Illinois Central R. R.....	C. L. Ewing.....	Superintendent.
Int. Car Transfer Co....	W. T. Aylesbury...	Car Accountant.
L. & N. R. R.....		Not represented.
M. K. & T. Ry.....		Not represented.

Missouri Pacific Ry..... D. C. Reel.....Agent.  
M. & O. R. R.....Not represented.  
St. L. & S. F. R. R....Not represented.  
St. L. & B. E.....Not represented.  
St. & S. W. R. R.... W. H. Calvert.....Agent.  
rn Ry. . . . .Not represented.  
C & C. R. R.. Not represented.  
Ry..... W. B. Warren....Superintendent.  
Co.....Not represented.  
Stk. Yds....Not represented;  
R..... Not represented.  
A..... W. T. Aylesbury...Car Accountant.  
J. J. O'Brien....Supvr. Car. Dept.  
ia R. R..... Not represented.  
h R. R..... J. E. Taussig .....Sup't Terminals.  
Giggins Ferry Co. .... W. T. Alesbury...Car Accountant.  
Central Association .....Chas. Waughop....Chf. Int. Inspr.

Chairman: Have we a quorum?

Secretary: We have.

Chairman: The printers are a little slow this month in getting out the proceedings of the previous meeting, but if there is no objection we will consider them approved.

### **Unfinished Business.**

#### **Uniform Interchange Car Inspection Rules.**

Secretary: I was directed at the last meeting to secure by letter ballot votes of the absent lines on the new Car Inspection Rules. The result is that all the lines are in favor of the

new rules with the exception of one, the Southern Railway, and their vote has not yet been received. This will not interfere with the rules going into effect on November 1st, as they have been carried by more than a three-fourths' vote.

Mr. Somerville: I would like to ask how the Southern will be treated in case they do not come in?

Chairman: I believe that was explained when the New Interchange Rules were put into effect in May, 1905. There were several roads that declined to consider them. The consensus of opinion at that time was that if any road did not subscribe to the rules, they would not get the benefits that accrued under the rules. In other words, interchange with them would be handled strictly under M. C. B. Rules.

Secretary: The by-laws specify that when any member objects to action taken by the Association, they must notify the Secretary at once in writing. No such advice having been received from the Southern Railway, it may be presumed they will abide by the rules.

Chairman: No further action is necessary. The rules have been adopted, printed and distributed, and go into effect November 1st. They are printed in September proceedings.

#### **Reading of Correspondence.**

#### **Uniformity in Rendering of Bills.**

Secretary reads:

Wiggins Ferry Company.

Union Station, St. Louis, September 17, 1906.

Mr. J. Rothschild,

Sec'y, Central Association of Railroad Officers,  
St. Louis.

Dear Sir: Please note rules adopted by the Managers' Association, effective October 1st, covering uniformity in the rendering of bills between railroads.

I would recommend that these rules be incorporated in the

rules of the Central Association in lieu of those adopted on May 1st, 1905.

Will you kindly present this at the next meeting of the Central Association, and oblige,

Yours truly,

(Signed) Geo. Hannauer,  
Superintendent.

**St. Louis Managers' Association.**

**Rules Governing the Rendering of Bills Between Railroads.**

(Effective October 1, 1906.)

**Rule 1.**

To all items of labor, including foremen, add ten percent for supervision, accounting, and use of tools, except where the work is performed under a fixed daily or monthly wage by regular attendants, such as men regularly employed at stations, interlocking plants, flagmen at crossings, bridge tenders, etc.

At interlocking plants a charge of \$5.00 per month may be made to cover the usual inspection, supervision, and accounting, in addition to the ten percent premium on labor for tools used in installation and maintenance by other than regular attendants.

**Rule 2.**

To all items of materials and supplies, add fifteen percent to cost of invoice price to cover expense of handling, supervision, inspection, accounting, and freight charges, except on coal furnished for locomotives, to which freight charges and the actual cost of handling may be added. If a carload is handled in a terminal, only a switching charge at assessed rates may be made in lieu of the freight rate.

**Rule 3.**

These rules to apply to all bills rendered by the operating department, except where contract or agreement specifically states manner in which accounting expenses should be handled, or where they conflict with Master Car Builders' Rules.

Mr. Ewing: I move that the new rules, effective October 1st, be substituted for the present rules.

Mr. Somerville: I second the motion.

Carried.

**Application of Chattanooga Division for Membership.**

Secretary reads communication from the General Secretary quoting letter from the Secretary of the Chattanooga Division, making formal application for membership in the Central Association of Railroad Officers.

Mr. Warren: I move that they be admitted.

Mr. Ewing: I second the motion.

Carried.

**Report of Committees.**

Secretary: On account of lack of quorum there is no report from the Executive Committee, Interchange Car Inspection.

**Supervision of Scales by the Merchants' Exchange.**

Secretary reads:

St. Louis, October 3, 1906.

Mr. J. Rothschild,

Sec'y St. Louis Division,

Central Association of Railroad Officers.

Dear Sir: Your Committee, upon investigating this subject, found that it was unable to make progress, for the reason

that the Terminal Railroad Association already had the matter up through their Traffic Department, the question having been raised through the Traffic Departments of some of the main lines, and it being the understanding that the question would be referred to the Eastbound Freight Committee.

Under these conditions the Terminal, of course, could not directly work along other lines with this Committee, being that the question, so long as it was in the hands of the Traffic Department, which had already made considerable progress, should be left there.

The Committee, therefore, recommends that the Eastbound Freight Committee be urged to prompt action on the matter, of considerable importance to many of the local lines, and to offer our services to said Eastbound Freight Committee where they are found necessary.

Respectfully,

For Central Ass'n of R. R. Officers,—

J. A. Somerville, Chairman.

J. E. Taussig.

Geo. Hannauer.

J. J. Coakley.

For Local Freight Agents' Ass'n,—

A. L. Pollard.

R. O. Wells.

E. J. Lampert.

Chairman: I think it would be in order to instruct the Secretary to take the matter up with Mr. Frazer, Chairman of the Eastbound Freight Committee.

Mr. Carothers: I move that the Secretary be instructed to communicate with the Chairman of the Eastbound Freight Committee as outlined.

Mr. Ewing: I second the motion.

Carried.

**Report of Committee on Handling of Cars Containing Liquids,  
When Leaking.**

Chairman: I am Chairman of that Committee. Mr. Hannauer is on his vacation, and for that reason we failed to get together with the Freight Claim Agents. We therefore ask for further time, and will try to report at the next meeting.

Further time was granted.

**New Business.**

**Reconsigning of Cars.**

Mr. Carothers: I had a subject to bring up, but on account of being out on the road, neglected to bring the papers. Mr. Kruse is familiar with the matter, and will state the case.

Mr. Kruse: We have a rule at Cincinnati, in regard to switching lines reconsigning cars delivered by trunk lines. For instance, we have more or less shipments of paper coming in here from local points, loaded in our cars, destined to St. Louis or East St. Louis and reconsigned, say to the Wiggins. After car is delivered to the Wiggins consignee reconsigns the car to some point down in Texas, California, or some other place. When the shipment was tendered us it was a local shipment, and when we bring it here we maintain we have performed the service which we contracted. They have a rule in Cincinnati that the switching line must not reassign a car without consent of the delivering line. That is what we would like to have considered here. We do not think it is fair to the delivering line to have their equipment reconsigned in that way and send it south or west without any control over it.

Chairman: I agree with you, but I am afraid we have a different set of laws in Illinois than they have in Ohio. If I am correct, the Illinois Railroad & Warehouse Commission



ruled that the shipper is entitled to one reconsignment, free of switching or reconsigning charges.

Mr. Calvert: Free of expense on certain commodities—hay, grain, etc.

Mr. Somerville: They can reconsign the commodity, but you do not have to give them a reconsignment on that particular car.

Mr. Kruse: When it is reconsigned from our rails to St. Louis, they have one reconsignment on it.

Mr. Aylesbury: I think you will find most of it is reconsigned from East St. Louis to destination.

Mr. Calvert: Switching lines are very particular to notify the delivering lines of all cars reconsigned on their rails. There is an agreement in vogue which requires switching lines, in case they accept a reconsignment, to notify the delivering line. I believe they live up to it. I receive notices every day or two of cars we delivered them, asking if we are all right on our charges; that they have been asked to reconsign the car.

Mr. Somerville: We have made a request on all connections not to permit reconsignment of grain delivered to them for team track delivery. I believe it is being generally lived up to. We do not get any notices when they are reconsigned.

Mr. Calvert: My experience has been that they have been very prompt in serving notices on me.

Mr. Aylesbury: I am a member of the Car Service Committee that is composed of the Illinois Central, New York Central Lines, and N. Y. N. H. & H., C. of N. J., and T. R. R. A. We were instructed last May, in Denver, to draw up a new set of Car Service Rules. I don't mean demurrage rules, but rules covering the handling of equipment. Since last May we have had four meetings of the Committee. A week ago we had our last meeting in Buffalo, and drew up a set of Car Service Rules and transmitted them to the Car Service Committee of the American Railway Association. They will make a report to

the American Railway Association in Chicago on October 24th. This question of handling freight equipment is a bugbear to everybody; no doubt about that; and after communicating with the different Transportation Officers of United States and Canada, we finally drew up a set of rules, which we have forwarded to the Car Service Committee of the American Railway Association, and probably my little talk here will cover a good deal of this reconsigning and other things, and if you will permit me, I will say a few words on the proposition:

We started out with the preamble reading, in effect, that a railroad had the right to demand the return of its equipment; that the initials on a car signified the ownership of equipment, and that it should be moved in a homeward direction. If the T. R. R. A. under these new rules receives a C. & N. W. car from the Frisco R. R., loaded, and is unloaded on their rails, it being the original movement of that car into St. Louis, WE ARE NOT PERMITTED UNDER THE NEW RULES TO SEND THAT CAR BACK TO THE FRISCO. That car must go to the connection of the C. & N. W. via some line east, or northeast, rather. If the Terminal takes that C. & N. W. car and sets it back to the Frisco after making it empty, the Terminal will be assessed \$2.00 for the diversion. If they fail to report that \$2.00 at the end of the month to the C. & N. W. R. R., they will check them up and charge them \$10.00, and they will pay it. Now, the rule on reconsignment: I cannot give it to you verbatim, but it says, so far as I can recollect, that a car cannot be reconsigned at its destination without the consent of the car owner, and so that covers the reconsigning proposition. If the General Managers see fit to adopt the rules as given them by this Transportation Association, it will settle the whole proposition of car handling. You cannot move a car in the opposite direction from home; you have got to send it home if you have only hauled it five miles on your rails and it takes five hundred miles to get it to the owner.

Mr. Waughop: Suppose a car is in bad order and cannot be moved forward?

Mr. Aylesbury: That is taken care of. Such a car should be handled in accordance with M. C. B. Rules.

Chairman: I understand the American Railway Association is considering a five-dollar diversion penalty; in fact, that it is a question of between five and ten dollars.

This discussion was entirely informal, no action of any kind being taken.

Mr. Aylesbury: I move that we adjourn.

Mr. Aylesbury: I second the motion.

HILD,  
Secretary.

J. E. TAUSSIG,  
Chairman pro tem.

## KANSAS CITY DIVISION.

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**Proceedings of the Regular Monthly Meeting of the Kansas City Division  
of the Central Association of Railroad Officers held at the Savoy  
Hotel, Kansas City, Mo., Monday, Oct. 8th, 1906.**

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The meeting was called to order at 3:00 P. M. by Vice-President Doyle, with the following representation:

A. T. & S. F. Ry.....Not represented.  
C. & A. R. R.....W. M. Corbett.....Superintendent.  
C. B. & Q. Ry.....J. P. Cummings.....Superintendent.  
C. G. W. Ry.....J. H. Lyman.....General Agent.  
C. M. & St. P. Ry.....J. S. Adsit.....Superintendent.  
C. R. I. & P. Ry.....Not represented.  
K. C. Sou. Ry.....F. S. Rawlins.....Supt. Trans.  
M. K. & T. Ry.....O. H. Christian.....Agent.  
Mo. Pac. Ry.....C. E. Carson.....Superintendent.  
St. L. & S. F. R. R.....J. E. Hutchison.....Superintendent.  
Un. Pac. R. R.....Not represented.  
Wabash R. R.....R. Doyle.....Superintendent.  
K. C. Belt Ry.....Not represented.

C. N. W. R. R. . . . . C. E. Carson . . . . Superintendent.  
W. Ry. . . . . Not represented.  
C. R. R. . . . . W. H. McHattie . . . Car Ser. Agent.  
Ry. . . . . Not represented.  
F. W. Trapnell (1)

of Interchange Inspector.

Doyle: If no objection, the minutes of the August meeting stand approved as printed. There was no September account lack of quorum.

#### **Unfinished Business—Bond of Treasurer.**

Garrigues: There is nothing under the head of unfinished business, except that I might say in regard to the matter of the Treasurer giving bond, as acted upon at the August meeting, that a bond for \$1,000.00 has been arranged with the American Surety Company which has just been received by me today for execution, and will be turned over to President Cummings.

Chairman Doyle: Unless there is some objection, we will order printed in the record the fact that bond has been received.

#### **Reading of Correspondence.**

The following letter was read, upon which no action was taken:

Missouri, Kansas & Texas Railway System.

Denison, Tex., September 8, 1906.

Mr. B. H. Garrigues, Secretary.

Dear Sir: This is to advise you, as Secretary of the Central Association of Railroad Officers, that I have today notified the Missouri Pacific, C. R. I. & P. and Union Pacific that we

would decline to transfer freight in car lots from these roads for movement over this line so long as they had more of our cars than we had of theirs.

Yours truly,  
(Signed) A. D. Bethard,  
Supt. Transportation.

The following letters were read and ordered incorporated in the minutes:

Quincy, Omaha and Kansas City Railroad Company  
Kansas City, Mo., September 3, 1906.  
Mr. B. H. Garrigues, Secretary.

Dear Sir: Answering your letter, advising that this company was not represented at a meeting of your Association on August 13th, Mr. Stone Burner advises that he was at the Coates House from 1:40 until 2:05 and failed to find any of the members present. The suggestion seems to be in order that your Association should meet promptly if they desire representation.

Yours truly,  
(Signed) W. G. Brimson,  
General Manager.

Kansas City Southern Railway Company.  
Kansas City, Mo., August 21, 1906.  
Mr. B. H. Garrigues, Secretary.

Dear Sir: Acknowledging receipt of your favor of recent date, beg to advise that the reason this company was not represented at the meeting of Kansas City Division, Monday, August 13th, was due to the fact that our Superintendent of Transportation was engaged in other important duties.

Very truly yours,  
(Signed) W. Coughlin,  
General Manager.

Letter was read from General Secretary Fetter under date of August 20th, in regard to information desired by the Committee on Signaling and Interlocking.

Chairman Doyle: I would like to ask Mr. Rawlins, who is

the member of the Committee from this Division, what has been done in this matter.

Mr. Rawlins: I have received no intimation that anything has been done. I have not heard from the Chairman of the Committee.

Chairman Doyle: What action does the meeting desire to take?

Mr. Carson: I move that we leave the matter in the hands of Mr. Rawlins to handle with the Committee.

Mr. Rawlins: If this motion is carried, I would request that each member of the Association favor me with any suggestions he may have to make that will assist me in my work with the Committee. I would like to have each member write me any specific recommendation he may have to make on either of the matters referred to this Committee.

Motion carried.

Chairman Doyle: I think it will be well for the Secretary to call each member's attention to this resolution, and request that they write Mr. Rawlins, giving all the information they can. If no objection, the Secretary will be instructed to do that.

Secretary Garrigues: Here is a letter from Mr. J. S. Adsit, Superintendent of the C. M. & St. P., under date of August 9th:

Mr. B. H. Garrigues, Sec'y:

We were receiving orders from our elevator during May for empty grain cars for various Southern lines for grain loading South. The Missouri Pacific were getting quite a little business during this time, and at the wind-up we were holding Mo. Pac. car 31526 empty, which was received from the Mo. Pac. May 23d. We called the elevator's attention to the car on May 31st, as to why it was not being loaded, and

they advised that they had filled their contracts, and would not need the car. We delivered the car home on that date, and made special reclaim against the Mo. Pac. for the 7 days which we had the car on hand, and their Mr. Isitt has refused to allow it. We have had this happen to us a number of times, and we have never disputed the switching line's position in doing so, and the Mo. Pac. is the first to refuse us special reclaim. I would like to bring this matter before the Association and have them decide what is just and fair. I contend that it is not reasonable to expect the switching line to pay the road getting the business rental on their cars, besides switching a car to and from an industry free of charge, just for the sake of trying to get them some business.

Chairman Doyle: What shall we do with this communication? Mr. Carson, can you give us any information about this particular car?

Mr. Carson: No, sir, Mr. Chairman. This is the first I have heard about the case personally. I think it should be referred to the Superintendent of the Mo. Pacific.

Mr. Rawlins: That is a live topic. I have a bill in my pocket now covering \$55.00 switching charges on empties that we have moved on our line from connecting lines to be loaded back to them, and industries have declined to load on one pretext or another. We have moved these cars both ways, and cannot get our money from either the industry or the connecting line.

Mr. Adsit: We have always allowed reclaim in such cases. I have never turned down a case of this kind.

Secretary Garrigues: Here is the rule which has been adopted to take effect October 1st. While it may not apply to this case, it may give you some light on the subject:



Rule 5. If a road performing terminal or intermediate switching receives an empty car from connection for loading, and such car is returned empty by reason of cancellation of order or unfit to load, reclaim may be made against the delivering road for actual per diem with maximum of three days. Intermediate line may reclaim for actual time with a maximum of two days to cover movement in both directions.

Mr. Rawlins: That covers per diem, but not switching charges.

Secretary Garrigues: The question raised by Mr. Adsit is one of per diem.

Mr. Lyman: I think the matter ought to be threshed over between the Superintendents of the Mo. Pac. and C. M. & St. P. before it is referred to this Association.

Mr. Adsit: The matter has been taken up with the Mo. Pac. and turned down by them.

Secretary Garrigues: I think there is a question in this case as to whether the shipper ought not to pay car service. If the shippers did not notify the C. M. & St. P. immediately they found out they were not going to use this car, they ought to have been charged car service.

Mr. Rawlins: The question is still further complicated by switchmen picking up cars in the switching roads' yard and applying them on orders at industries. The connecting line furnishes the cars also, which causes duplication.

Chairman Doyle: Is it not a fact in this case that the Milwaukee was in a position to know that the elevator's order had been filled? If that is true, they ought to have discovered that they had this car on hand not needed. I don't believe you could ask the elevator to notify the railroad that it did not want the car.

Mr. Adsit: That is the statement the elevator made.

Chairman Doyle: Mr. Adsit, do you want the per diem for the actual time the car was held?

Mr. Carson: Does anyone else allow actual time? Where are you going to draw the line between 7 days and 17 days?

Mr. Adsit: I am asking the Association to draw the line. I am not drawing the line.

Mr. Rawlins: It is hard to say where to draw the line, and it is working a hardship on the switching line to make them pay for holding the car when it is handled empty both ways.

Mr. Lyman: I would like to ask the question if the car was subject to car service as it stood there?

Secretary Garrigues: The Milwaukee say they were holding the car. They do not say they had it placed on the elevator track. If they were simply holding the car, thinking the elevator might need it, of course the car would not be subject to car service, and everybody would be loser except the elevator.

Mr. Adsit: It is nothing to me, except that I would like to have a ruling on the question.

Secretary Garrigues: We have a specific rule after October 1st.

Mr. Doyle: I move that the matter be referred to the Per Diem Committee, and that its decision shall be final.

Motion seconded and carried.

### **Transferring Lumber.**

Letter was read from Mr. J. S. Adsit, Superintendent C. M. & St. P. Ry., as follows:

Kansas City, Mo., September 29, 1906.

Mr. B. H. Garrigues, Secretary.

Dear Sir: We have made it a practice to transfer all

dressed lumber not further finished, considering it a transferable commodity. Here of late we have received vigorous protests from consignees, and also claims for damage due to the transferring. I am inclined to believe that consignees have just cause for complaint and filing claims, as in the original loading of the cars you will find that the heaviest lumber is on the bottom and the light lumber on top. In making the transfer we just reverse the position, and the lumber is no doubt more or less hurt by this handling. I would like to bring this matter up before the Association and ask that lumber dressed on one or both sides be considered as non-transferable.

Yours truly,

(Signed) J. S. Adsit.

Mr. Adsit: Our non-transferable list reads, "Lumber, finished." Unfinished lumber is sometimes dressed on one or both sides. "Finished lumber" is lumber matched and surfaced on both sides, and where it is just planed on one side, it is called "stock lumber."

Chairman Doyle: You have heard the communication; what shall we do with it?

Secretary Garrigues: The C. & A. brought up this same question at the last meeting. The case last month was where the Chief Interchange Inspector refused to issue a transfer order for a bad order car of lumber dressed on one side. His action was approved by the Standing Committee. The case as referred to the Association by Mr. Corbett, of the C. & A., raising the question as to whether lumber dressed on one side should be considered "Finished lumber." The Association approved the Standing Committee's report; that is, sustained the Chief Interchange Inspector.

Chairman Doyle: I understand that Mr. Adsit desires lumber dressed on one or both sides placed on the non-transferable list. Do you want to make a motion to that effect, Mr. Adsit?

Mr. Adsit: Yes, my letter may be considered as a motion

to put lumber, dressed on one or both sides, on the list of non-transferable commodities.

Mr. Rawlins: We would like to see everything put on the non-transferable list. It means handling cars along the line of least resistance, and we have got to do that very thing sooner or later; but as long as some commodities are considered transferable, I think that lumber dressed on one side should be so considered.

Mr. Adsit's motion was seconded and carried, the K. C. S., M. K. & T. and St. L. & S. F. voting in the negative.

#### **Inspection of Cars found Leaking Grain.**

The following letter was read from Mr. W. J. Donovan, Superintendent Terminals, Kansas City Southern Ry.:

Kansas City, September 7, 1906.

Mr. B. H. Garrigues, Secretary.

Dear Sir: On January 8 Mr. E. D. Bigelow, Secretary Board of Trade, and Mr. J. G. Goodwin, Chief Weighmaster, Board of Trade, were notified that this Company would not consider claims for leakage of grain, unless such leakage was reported to a regularly authorized car inspector of this Company, so that a joint inspection could be made.

I do not find that any advice has been received by our inspectors from an inspector located at any of our elevators, of cars that may have been leaking grain. I hardly think it possible that there has been no case where cars were leaking when placed at elevators, and should any claims be presented for loss on account of leakage since date of notice, we must surely decline to entertain.

I do not know that you would care to take the matter up, but believe that you should have some advice of the matter, by reason of the resolution having been adopted by the Central Association of Railroad Officers, on January 8th.

Yours truly,

(Signed) W. J. Donovan.

C. Doyle: We have not received any notices of grain that I know of. How about the rest of the

I suggest that the letter be incorporated in the benefit of the members.

Doyle: If there is no objection, that will be

Garrigues: That is all the correspondence.

#### Reports of Committees.

Garrigues: There is a report due from the Com-  
municative Tube System, Mr. Sharp, Chairman; and  
the Committee on Revision of Rules, of which  
I am also Chairman.

Doyle: What is the personnel of the Committee on  
Revision of Rules?

Secretary Garrigues: The Committee as appointed consists  
of Messrs. H. W. Sharp, J. S. Adsit, G. W. Rourke, R. P.  
Isitt and W. W. Lowell.

Chairman Doyle: I will appoint Mr. J. E. Hutchison in  
place of Mr. Rourke, who is no longer located at Kansas City.  
I think it would be well for the Secretary to stir up this Com-  
mittee.

Secretary Garrigues: I have furnished the Chairman of  
the Committee with a list of the amendments to the rules up  
to date, and the Chairman has written at least one letter to  
members of the Committee, asking them for suggestions; but  
I do not think a meeting of the Committee has been held.

Mr. Adsit: There has been no call for a meeting.

Chairman Doyle: Unless there is some objection, the Sec-  
retary will be instructed to write the Chairman of this Com-  
mittee, and request him to hurry the matter up.

### **Switching Reclaim Rules.**

Secretary Garrigues: There was a Committee appointed at the July meeting, of which Mr. N. D. Ballantine was Chairman, to take up the matter of Switching Reclaim Rules in Missouri Valley Car Service Association territory. That Committee held a meeting and made a report, which was acted upon at the meeting of Superintendents of Car Service held on September 14th, when the draft of rules submitted by the Committee was gone over, and with some changes was adopted, and request made upon the Car Service Association to have the rules printed and supplied to members. The rules have just been received from the printers, and will be distributed in a few days. The rules are to take effect October 1st. I think this should be noted in our minutes, in order to complete the record.

Chairman Doyle: Has the Committee been discharged?

Secretary Garrigues: The Committee did not make a formal report to this Association. This is not strictly a Central Association matter, but was brought up on request of the Superintendents of Car Service, who have no organization in this territory. I think it should be made a matter of record in our minutes, as mention was made in the August proceedings. I sent out a circular letter a few days ago, asking the representatives of the roads to advise me how many copies of the rules they wanted.

Chairman Doyle: Unless there is some objection, the Secretary's report will be made a matter of record.

### **New Business.**

Chairman Doyle: Has any member any new business to bring up? If not, we will take up the Interchange Inspection matters.

### Interchange Inspection.

#### Uniform Interchange Inspection Sheet.

Secretary Garrigues: At the August meeting a resolution was offered that a uniform sheet for inspection of cars be adopted and furnished to the members by the Association through the Chief Interchange Inspector. The resolution was carried, except that the Santa Fe representative stated that before he could commit his Company, it would be necessary to take the matter up with his General Superintendent. Since that time I have received the following letter from Superintendent Sharp:

Kansas City, Mo., August 23, 1906.

Mr. B. H. Garrigues, Secretary.

Dear Sir: Referring to vote last meeting about standard inspection sheet: The Santa Fe votes 'aye.' I understand, of course, that the vote taken at the last meeting carried, but you will remember I stated I could not agree to it until I heard from our people. I presume we were the only line not in shape to vote at that meeting, and unless other lines who were not present go against it, it can be put in. Please advise what is done.

(Signed) H. W. Sharp.

Secretary Garrigues: I have taken no action on this letter as yet, as the matter stood open in our minutes.

Chairman Doyle: What kind of sheets are now in use, Mr. Trapnell?

Mr. Trapnell: Each road furnishes its own sheets now. Some are as large as a newspaper, and others are as small as 3 x 6; no uniformity at all. Some of the inspectors use scrap paper when they run out of inspection sheets.

Chairman Doyle: The vote on the proposition is now unanimous, and all that is to be done is to have the sheets printed and put into use. The Secretary will advise Mr. Trapnell.

**Report of Meeting of Standing Committee, October 2d.**

Secretary Garrigues: The following is report of meeting of Standing Committee on Interchange Inspection, held October 2d. There was no meeting of the Committee in September:

Present:

J. S. Adsit,

L. Barnard (representing J. Forster),

F. W. Trapnell (representing H. N. Calderwood).

Mr. J. S. Adsit acted as Chairman of the meeting.

The minutes of the last meeting were read and approved.

The Chief Interchange Inspector's monthly letter of September 3d was read and acted upon as follows:

On the report, that the number of cars set back for defective safety appliances is still increasing, it was recommended that, as the reporting of the matter to the Association at a previous meeting had seemed to have no effect, it might be well for the Secretary to write each individual transportation representative, so that the question could be taken up by letter with the car department of each road.

The matter of Uniform Safety Appliance Defect card as submitted to the Chief Interchange Inspector by Superintendent Sharp, of the Santa Fe, was considered, and the Chief Inspector was instructed to prepare what he considers a suitable form of card, and refer it to the next meeting of the Committee.

The report of business handled for August was read, as follows:



	Aug. '06	Aug. '05	Inc. or Dec.	July '06	Inc. or Dec.
Cars handled . . . .	32,318	82,291	Inc. 27	74,207	Inc. 8,111
Cars checked . . . .	1,174	1,075	Inc. 99	1,318	Dec. 144
Defect Cards is'd.	1,124	1,116	Inc. 8	1,046	Inc. 78
Defect Cards cancelled . . . . .	28	31	Dec. 3	36	Dec. 8
Pes. corres. hldd. . .	939	531	Inc. 408	807	Inc. 132
Transfer Orders issued . . . . .	199	287	Dec. 88	250	Dec. 51
Cars set back ac't low couplers . .	82			75	Inc. 7
Ac't high coupl'rs.	11			4	Inc. 7
Ac't other defects.	251			129	Inc. 122
Total set back for def. Safety Apl.	344			208	Inc. 136

Chief Interchange Inspector's monthly letter of October 1st was read and acted upon as follows:

Attention is again called to increase in number of cars set back for defective safety appliances.

Upon the question of the Chief Interchange Inspector's jurisdiction over passenger equipment interchanged, it was ruled that under the rules the Chief Interchange Inspector has no jurisdiction over passenger equipment interchanged. It is recommended by the Committee that the rules be amended so as to cover all cars interchanged.

The Chief Interchange Inspector's circular letter of September 18th, to Car Foremen and Inspectors, instructing them not to use the yellow "set back" cards except on bad order cars, was approved.

Letter was read from the Car Department Foreman of the C. & A. R. R. advising that his road would refuse to receive cars not equipped for air, when destined to certain eastern lines. It is the opinion of the Committee that no action is necessary on this letter.

The Chief Interchange Inspector's request for leave of

absence for four or five days was approved and recommended to the Association.

Monthly report of business handled for September was read, as follows:

	Sept. '06	Sept. '05	Inc. or Dec.	Aug. '06	Inc. or Dec.
Cars handled . . . .	76,339	77,490	Dec. 1,151	82,318	Dec. 5,979
Cars checked . . . .	1,142	955	Inc. 187	1,174	Dec. 32
Defect Cards is'd.	1,090	1,099	Dec. 9	1,124	Dec. 34
Defect Cards cancelled . . . . .	43	26	Inc. 17	28	Inc. 15
Corresp. handled .	998	650	Inc. 348	939	Inc. 59
Transfer Orders issued . . . . .	213	225	Dec. 12	199	Inc. 14
Cars set back ac't low couplers. . . .	124			82	Inc. 42
Ac't high coupl'rs.	18			11	Inc. 7
Ac't other defects.	336			251	Inc. 85
Total set back for def. Safety Apl..	478			344	Inc. 134

Chairman Doyle: Gentlemen, you have heard the report of the Committee on Interchange Inspection. What shall we do with it?

Moved, seconded and carried that the report be approved as read.

Chairman Doyle: The question of amending the rules to include passenger cars as well as freight cars handled in interchange is before you.

Mr. Trapnell: I will state, Mr. Chairman, that the defect card stubs for passenger equipment that have been issued heretofore have simply passed through our office without comment. The point has, however, been raised in the case of a chair car interchanged between the Kansas City Southern and Union Pacific on which a defect card was issued by the Union Pacific for missing equipment, as to whether the Union Pacific had any right to issue the Kansas City Southern's defect card

in the same manner that they would for freight cars, or whether the Chief Interchange Inspector had any jurisdiction in settling the dispute.

Chairman Doyle: I think the Inspector should have jurisdiction over all cars. If this seems to be the sense of the meeting, will some one offer a motion to that effect?

Mr. Hutchison: I move that the words "freight car equipment" be cut out of the preamble to the Interchange Inspection Rules, and that the word "cars" be substituted.

Chairman Doyle: In accordance with the rules, this will have to go over until the next meeting for vote.

There being no further business, the meeting adjourned.

Date of next regular meeting, November 12th.

#### **Roads Giving Notice of Non-Observance of Certain Rules.**

Resolution No. 35—Local Per Diem Rules, Kansas City Belt.

Resolution No. 36—Embargoing Switching Traffic, A. T. & S. F., C. G. W., Mo. P.

Resolution No. 21—Car Rental, St. L. & S. F. (will not surrender car rental to car owner).

Interchange Inspection Agreement, K. C. Belt, K. C. N. W., L. K. & W., Q. O. & K. C. and St. J. & G. I.

B. H. GARRIGUES,  
Secretary.

RICHARD DOYLE,  
Vice-President.

## LOUISVILLE DIVISION.

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**Proceedings of Regular Monthly Meeting of the Central Association of Railroad Officers, Louisville Division, held at the Office of the Secretary,  
702 Columbia Building, Louisville, Ky., Oct. 8th, 1906.**

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The roll call showed the following representation:

B. & O. S-W.....	J. C. Hagerty.....	Superintendent.
C. & O. Ry.....	W. S. Moore.....	Supt. Ter.
C. C. C. & St. L.....	W. S. Moore.....	Supt. Ter.
C. I. & L.....	W. H. Newman.....	Supt. Ter.
I. C. R. R. ....	Not represented.	
K. & I. B. & R. R. Co. ....	T. H. Hayden.....	T. M.
L. H. & St. L.....	R. Cayce.....	Car Accountant.
L. & N. R. R.....	C. J. Klein .....	Supt. Ter.
L. & N. R. R.....	E. S. Hedgecock..	C. C. to Sup. Mach
P. C. C. & St. L. Ry.....	B. W. Taylor.....	Superintendent.
Southern Ry. ....	B. C. Milner.....	Superintendent.

The minutes of the last meeting were approved as printed.

The Secretary read the following letter from General Secretary Fetter, dated Cincinnati, O., June 5, 1906:

To All Secretaries:

Notice of change in Constitution and By-Laws was given at the meeting of the Central Association of Railroad Officers, held at St. Louis, on May 28 and 29, changing them to read that the salary of the General Secretary shall be fifty dollars per month in place of twenty-five dollars, as heretofore.

Please place this matter before your Division, that all may be advised as to the anticipated change.

It was the sense of the meeting that the Secretary should submit this letter to members by letter ballot for an expression of their views.

The Secretary also read the following letter from General Secretary Fetter, dated Cincinnati, O., June 5, 1906:

To All Secretaries:

At the meeting of Central Association of Railroad Officers, held at St. Louis, on May 28-29, the following notice was given, looking to change in Constitution and By-Laws at the next annual meeting:

**Moved,** That our Constitution and By-Laws be amended to read: "The Executive Committee shall be composed of five members instead of eleven, as at present, and that they be elected annually."

Please present this to your Division at its next regular meeting, so that they may be advised of the anticipated change.

It was the sense of the meeting that this communication should also be referred to members of the Louisville Division by letter ballot for an expression of their views.

**Testing Track Scales.**

There being no report from the Executive Committee on this subject, the Committee was granted further time.

**Accepting Board of Trade Weights on Hay and Grain.**

The Executive Committee, having this subject in charge, were granted further time in which to make their report.

**Interchange of Cars at Louisville.**

Mr. Newman, Chairman of the Committee in charge of this subject, submitted as his report a copy of the proceedings of the special meeting held May 24, 1906, to consider this subject, at which meeting the following resolution was offered and adopted by a majority of the members of the Committee:

**Moved,** That the Committee recommend to the Central Association the adoption of the Cincinnati rules.

After discussion, it was the sense of the meeting that the Secretary be instructed to submit for an expression of views of members by letter ballot the current Cincinnati rules governing the interchange of cars, which it is proposed to adopt in this terminal.

**Chattanooga Division of Central Association of Railroad Officers, Chattanooga, Tenn.**

The Secretary read a letter from General Secretary Fetter, under date of September 13th, in regard to application of the

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### **Chattanooga Division of Central Association of Railroad Officers, Chattanooga, Tenn.**

The Secretary read a letter from General Secretary Fetter, under date of September 13th, in regard to application of the



Chattanooga Division for membership, and it was the unanimous opinion of all members present that the Chattanooga Division should be admitted to membership.

Adjourned.

B. W. TAYLOR,  
President.

J. C. LOOMIS,  
Secretary.

## DETROIT DIVISION.

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Minutes of Meeting, Oct. 12th, 1906.

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Present:

M. C. R. R. .... E. C. Brown.  
M. C. R. R. .... D. S. Sutherland..... D. S.  
L. S. & M. S. Ry..... J. J. Bernet..... General Supt.  
L. S. & M. S. Ry..... T. W. Niles..... Supt.  
L. S. & M. S. Ry..... T. J. Charlesworth.  
Wabash R. R..... J. J. Sim ..... Supt.  
G. T. R. .... X. H. Cornell..... M. of T.  
P. M. R. R. .... Not represented.  
D. T. & I. Ry..... Not represented.  
D. & T. S. L. Ry..... L. F. Lang ..... Auditor.

In the absence of the Vice-President, Mr. J. P. Main, Mr. E. C. Brown was chosen to preside.

Reading of minutes of previous meeting dispensed with.

**Annual Meeting to Be Held at Detroit.**

Communication read from Mr. O. G. Fetter, General Secretary, Central Association of Railroad Officers, relative to the Annual Meeting, 1907.

It was moved and supported that the communication be accepted, and the several Associations notified that the Detroit Division will see to their entertainment at the Annual Meeting.

**Limiting the Free Time on Less than Carload Freight in Warehouses.**

Communication was read from the Local Freight Agents' Association, calling attention to the resolution adopted by them October, 1902, in which they recommended that the free storage time on less than carload freight in warehouses be reduced from five days to two days.

It was moved and supported that the recommendation of the Local Freight Agents' Association be adopted, and that the free storage time on less than carload freight in warehouses be reduced from five days to two days within the territory of the Michigan Car Service Association.

Adjourned.

E. C. BROWN,  
Chairman.

## DENVER DIVISION.

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**Proceedings of the Regular Monthly Meeting, of the Denver Division,  
Central Association of Railroad Officers, held in the Club Rooms  
of the Colorado Fuel & Iron Co., at Minnequa,  
Friday Oct. 19th, 1906.**

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Meeting was called to order at 2:00 p. m. with President Stenger presiding.

Representation was as follows:

A. T. & S. F. Ry.....	C. H. Bristol.....	Superintendent.
A. T. & S. F. Ry.....	H. E. Clucas.....	Car Foreman.
C. B. & Q. Ry.....	Not represented.	
C. R. I. & P. Ry.....	Not represented.	
Colo. Southern.....	Geo. Geiger.....	Superintendent.
Colo. Southern.....	J. D. Welsh.....	Superintendent.
Colo. Southern.....	A. F. Brewer.....	Supt. Car Service.
Colo. Southern.....	J. D. Stack.....	Asst. Supt.
Colo. Southern.....	H. C. VanBuskirk.....	Supt. M. P.
Colo. Southern.....	H. W. Ridgway...	Master Mechanic.
Colo. Southern.....	Aug. Klein.....	Trav. Car Insp.
Colo. & Wyo. Ry.....	Geo. Van Breimer..	Superintendent.

Colo. & Wyo. Ry..... R. L. Hearon.....Asst. to Vice-Pres.  
Colo. & Wyo. Ry.....C. M. Green.....C. C. to Supt.  
Colo. & Wyo. Ry..... W. E. Kantner.....Asst. Sales Agt.  
D. & R. G. R. R..... Not represented.  
D. N. W. & P. Ry..... G. R. Simmons.....Asst. Genl. Mgr.  
D. N. W. & P. Ry..... Geo. Thompson..Supt. Mot. Power.  
Mo. Pac. Ry.....A. H. Moll.....Superintendent.  
Mo. Pac. Ry.....W. R. Lence.....Local Agent.  
Union Pacific R. R.....E. Stenger.....Superintendent.  
Colo. Md. Ry..... Not represented.

#### **Reading of the Minutes.**

Chairman: If there are no objections the minutes of the previous meeting will not be read as they will appear in printed form.

#### **Interchange of Cars.**

The Secretary read the following letter from General Superintendent Parker of the A. T. & S. F. Ry.

La Junta, Colo., September 27, 1906.

Mr. E. E. Hill,  
Room 2 Union Depot,  
Denver, Colo.

Dear Sir: Referring to your letter of September 19 in regard to interchange of bad order cars.

This letter is formal advice to you that this Company does not any longer care to handle interchange in accordance with the following resolution, adopted at the meeting of the

Central Association of Railroad Officers, Denver Division,  
held in Denver, April 15, 1904.

**RESOLVED**, That bad order cars be transferred, when necessary, at the expense of and by the receiving line, to avoid delay and extra switching.

I attach herewith a set of rules which I will be glad to have brought to the attention of the next meeting with a view to having similar rules adopted at points of interchange in the Central Association.

Yours truly,

(Signed) R. J. Parker.  
General Superintendent.

**Rules Suggested by Mr. Parker.**

**DELIVERING LINE WILL PAY COST OF TRANSFER.**

- (1) When transfer is made upon its request.
- (2) When transfer is made account car in bad order when delivered.
- (3) When transfer is made account car to load exceeding clearance of receiving line.
- (4) When transfer is made by reason of cars being overloaded.
- (5) When transfer is made account shifted load.

**RECEIVING LINE WILL PAY COST OF TRANSFER.**

- (1) When it is made to save mileage and per diem on its own rails.

After a great deal of discussion on this matter a resolution was adopted reading as follows:

That, the Secretary is hereby instructed to write to Mr. Parker requesting him to withhold

his withdrawal from the present arrangement for the present, and that a Committee of three be appointed by the President whose duty it will be to make a thorough canvass of the situation covering all interchange points within the jurisdiction of the Denver Division, and ascertain just what interchange rules are now in effect, and to make report to this Association, together with their recommendations at the next regular meeting.

The President thereupon appointed Messrs. Brewer, Bristol and Simmons, the first named as Chairman, as the Committee, and remarked that in view of the fact that the subject of interchange of cars has been before the Association for several months that he hoped that this Committee would take hold of this subject in such a way that the question would be disposed of without any further delay, and that he believed that it was entirely reasonable to suppose that the members of the Denver Division were all ready to adopt a uniform rule covering all transfer tracks.

**Interchange of Cars With Defective Seal and Door Fastenings.**

This subject was referred to the Interchange Committee.

**Should the Delivering or Receiving Line Pay for Transfer of  
a Through Consignment When the Delivering  
Line Objects, for Reasons of Its Own, to Its  
Equipment Going Through?**

This question was also referred to the Interchange Committee.

The Committee on SAFETY APPLIANCE ACT, Messrs Eaton and Stenger, were given further time to report.

The Committee on GRAIN DOORS was given further time to report.

The Secretary read the following letter from General Secretary Fetter.

Cincinnati, Ohio, August 14, 1906.

Mr. E. E. Hill, Secretary,  
Denver Division, Central Association,  
Denver, Colo.

Dear Sir: At the annual meeting of the Central Association of Railroad Officers held in St. Louis last May a Committee was appointed on Transportation, covering train rules as well as other matter pertaining to transportation, consisting of one member from each of the following Associations: Denver, Columbus and Louisville. Mr. E. Stenger, Supt. U. P. R. R., at Denver, is Chairman of this Committee. It is necessary that this Committee makes its report not later than May 18. Will you kindly lay this matter before your Division at its next regular meeting, and prepare as an Association to render Mr. Stenger all the assistance in preparing his report as possible. Columbus and Louisville Divisions each have appointed a representative to assist Mr. Stenger in this matter.

Please advise me promptly after your next regular meeting what assistance, or what arrangement was made to assist your representative in this matter.

Yours very truly,

(Signed) O. G. Fetter,  
General Secretary.

Many of the representatives stated that they would be quite willing to assist the President in any way that they possibly could, and would submit by letter points concerning the matters pertaining to TRANSPORTATION which they believed his report should cover. Mr. C. H. Bristol was appointed as a Committee of one as a special assistant to Mr. Stenger.

Notice was given that an amendment to ARTICLE III. would be proposed at the November meeting which would give to the Mechanical Representatives the same standing



and rights in this Association as is now given to officers in charge of operation.

A resolution was unanimously adopted thanking Mr. Van Breimer, Supt. Colo. & Wyo. W Ry., and the Colorado Fuel & Iron Company for the entertainment and use of their Club Rooms.

After a heart to heart talk from the President on the importance of members attending these monthly meetings, the meeting adjourned.

E. STENGER,  
President.

E. E. HILL,  
Secretary.

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Note: The Secretary is sorry to report that the stenographer's notes were lost and it is therefore impossible for him to little more than make note of the actual business which took place. It is extremely unfortunate that this occurred at this meeting as nearly the entire discussion was so interesting and educational that it should have been recorded for the benefit of all.

## OMAHA DIVISION.

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Omaha, Neb., October 17, 1906.

Following was the representation at meeting of the Central Association of Railroad Officers, Omaha Division, called for this date:

B. & M. R. R. R.	Not represented.
C. B. & Q. R. R.	Not represented.
C. & N. W. Ry.	Not represented.
C. M. & St. P. Ry.	Not represented.
C. R. I. & P. Ry.	C. L. Brown.....Superintendent.
C. St. P. M. & O. Ry.	F. E. Nicoles .....Supt.
C. G. W. Ry.	O. Cornelisen, Supt.
I. Cent. R. R.	C. A. Menefee, Trainmaster.
Mo. Pac. Ry.	J. Russell, Supt.
U. P. R. R.	W. R. Cahill.....Ass't Supt.
U. S. Yards Co.	J. H. Brady.....Supt
Wabash R. R.	Richard Doyle, Supt.

Visitor: D. T. Crawford, G. Y. M., U. P. R. R. Co., Omaha.

Meeting was called to order by President Nicoles, who expressed his thanks for the honor conferred upon him at the last meeting.

Mr. Nicoles: The first business is that of the approval of minutes of our last meeting. I presume all members have been supplied with same. If there are no objections, they will stand approved as sent out. So ordered, no objections appearing.

### Reading Communications.

The following self-explanatory letters were read by the Secretary and ordered printed in our minutes, the Secretary being directed to call the attention of Mr. F. M. Jones, Superintendent I. C. R. R., to same:

C. G. W. Ry.

Clarion, Iowa, September 28, 1906.

Mr. F. M. Jones,

Supt. I. C. R. R., Ft. Dodge, Iowa.

Dear Sir: Replying to your letter of September 11th, wherein you state that S. R. L. 6563 and 6035, Packing House Products, were delivered to our line by the Stock Yards Company at South Omaha at 3:40 p. m. on September 10th, and that these two cars were taken out of South Omaha by one of our trains at 8:45 p. m. My records here show that these cars were delivered to us at 7:50 p. m. on September 10th, but, in order to verify my figures, I submitted the question to Mr. Brady, Superintendent of the Stock Yards Co., and I have attached his reply, which is to the effect that these two cars, 6563 and 6035, were delivered to the C. G. W. at 7:50 p. m. on September 10th.

Yours truly,

(Signed) O. Cornelisen,  
Superintendent.

Copy to J. R. Dewar.

Union Pacific Railroad Co.

Omaha, Neb., October 4, 1906.

Mr. J. R. Dewar,

Sec'y Central Ass'n R. R. Officers, Omaha.

Dear Sir: I herewith enclose copy of a letter from Mr. F. M. Jones, Superintendent I. C. R. R. The destination of S. R. L. car 10513 was Omaha. It was simply a switch car. It was delivered to the Union Pacific to be switched by switch engine from South Omaha to Omaha. It is not my understanding that this switch car is included in the agreement. I wish to say further that while all lines are accepting shipments up to 8:00 p. m., the Union Pacific train is due to leave South Omaha at 7:30 p. m., and the Packers have been notified that our train will not wait one minute for either stock or packing house products, as our train goes strictly on time, and any shipments not ready at the time our train arrives at South Omaha are held over and forwarded the following day.

Yours truly,

(Signed) Charles Ware,  
Superintendent.

The Secretary presented the following communication from Superintendent F. M. Jones, I. C. R. R., and was instructed to spread same upon our minutes.

Illinois Central Railroad Co.

Ft. Dodge, Iowa, October 1, 1906.

Mr. J. R. Dewar,

Secretary Central Association, Omaha.

Dear Sir: Your letter September 29th received this a. m., in regard to agreement relative to acceptance of packing house products at South Omaha. As agreed to by my representative. Trainmaster Menefee, at the meeting September 19th, we will abide by the agreement, provided other lines in the agreement abide by it.

Yours truly,

(Signed) F. M. Jones,  
Superintendent.

Considerable discussion ensued at this point of the meeting with relation to the delivery of stock at South Omaha to the various lines, as to the advisability of cutting down the time for the acceptance of shipping orders, etc., and Mr. Brady was asked to kindly report at our November session as to hour of closing of the market, what effect such cutting down would have.

The Secretary read a letter from Mr. A. C. Jones, Secretary Local Freight Agents' Association, Omaha, in connection with the proposed inspection trip over Omaha terminals, and was instructed to advise that gentleman that it was the consensus of opinion of this Association that it was too late this year to attempt anything of this nature, and that the matter be postponed until next season.

As to his inquiry about question of cars used locally between industries in this territory, matter was referred back to him, with view of having each Local Agent bring it to the attention of his Superintendent, furnishing all information possible as to the extent this practice is carried on, the cost of handling cars, etc.

#### **Joint Car Inspection.**

Secretary read letter from Mr. Charles Ware, Superintendent U. P. R. R. Co., declining to act as Chairman of Committee appointed to draw up set of rules covering joint inspection for this territory.

Mr. Doyle: I move that the Secretary be instructed to inform Mr. Ware that it is the sense of this Association that we cannot consistently accept his resignation, and that the proper thing for him to do is to take the matter up with his Mechanical Department and ascertain if they will be willing to join us in joint car inspection.

Mr. Russell: If it is a good thing to belong to in Kansas

City, Denver, South Omaha and other points, it certainly should be all right for Omaha. I second the motion.

Carried.

Mr. Russell, representing the Committee above mentioned, stated that himself and Mr. Nicoles had been over the ground quite thoroughly, and he was ready to make a report on the matter. It was the recommendation of the Committee that the Interchange Car Inspection rules in force at Kansas City be adopted here, with a few minor changes.

Mr. Doyle: I move that the report of the Committee on Interchange Inspection be received, and that the Secretary procure copies of the rules in effect at Kansas City, change them as per suggestions of the Committee, and furnish copies to our members; and, further, that each member come to our November meeting fully prepared to discuss this subject.

Seconded and carried.

### **Bills.**

Bill of the Central Association covering September, 1906, expenses, amounting to \$142.50, our proportion \$12.95, and that of the Omaha Printing Company, \$5.50, for printing, were approved for payment.

Meeting adjourned until November 21, 1906, 2:00 p. m.

J. R. DEWAR,  
Secretary.









Central Association

... of ...

# Railroad Officers Proceedings.

November.

Cincinnati Division.  
Indianapolis Division.  
Columbus Division.  
Toledo Division.  
Denver Division.

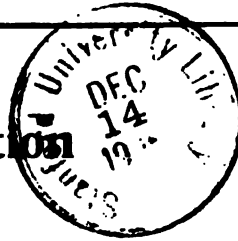
Peoria Division.  
St. Louis Division.  
Kansas City Division.  
Louisville Division.  
Detroit Division.

Omaha Division.



1906.

C. J. Krehbiel & Co., Printers,  
Cincinnati, O.





CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

NOVEMBER.

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1008	TOLEDO DIVISION . . . . .	Nov. 8th.
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1022	ST. LOUIS DIVISION . . . . .	Nov. 6th.
1046	KANSAS CITY DIVISION . . . . .	Nov. 12th.
1059	LOUISVILLE DIVISION . . . . .	Nov.
1064	DETROIT DIVISION . . . . .	No Meeting.
1065	DENVER DIVISION . . . . .	Nov. 8th.
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1906.

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# DIRECTORY

Officers of the Central Association of Railroad Officers and Its Various Divisions

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J. W. MULHERN .....1st Vice-President.  
F. S. RAWLINS. ....2d Vice-President.  
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J. E. MERION (Indianapolis Div.) W. B. WOOD (Columbus Div.)  
E. RYDER (St. Louis Div.) D. S. SUTHERLAND (Detroit Div.)  
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BRENT ARNOLD (Cincinnati Div.) E. STENGER (Denver Div.)  
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W. G. BAYLEY.....	"	Columbus
R. S. QUIGLEY.....	"	Toledo
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H. M. ELLIOT.....	"	Toledo
A. J. ELLIOT.....	"	Peoria
JULIUS ROTHSCHILD.....	"	St. Louis
B. H. GARRIGUES.....	"	Kansas City
J. C. LOOMIS.....	"	Louisville
E. S. MAXWELL.....	"	Detroit
E. E. HILL.....	"	Denver
J. R. DEWAR.....	"	Omaha

## **CINCINNATI DIVISION.**

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**The Regular Monthly Meeting of the Central Association of Railroad Officers,  
Cincinnati Division, was held in Room 10, Carew Building,  
Cincinnati, Ohio, Tuesday, Nov. 14th, 1906.**

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The representation was as follows:

B. & O. S-W. R. R..... Not represented.  
C. C. C. & St. L. Ry..... J. R. Cavanagh...Supt. Car Service.  
C. C. C. & St. L. Ry..... M. A. Neville .....Supt.  
C. H. & D. Ry..... C. L. Brevoort.....Train Master.  
C. & O. Ry. .... J. T. Earle (1).....Agent.  
C. N. R. R. .... J. R. Cavanagh...Supt. Car Service.  
N. & W. Ry. .... G. P. Johnson .....Supt.  
C. & M. V. Ry. .... W. T. Wolff .....Special Agent.  
L. & N. R. R. .... Brent Arnold .....Supt.  
C. N. O. & T. P. Ry..... E. C. Tomlinson....Supt. of Trans.  
P. C. C. & St. L. Ry..... R. C. Barnard .....Supt.  
C. C. & L. Ry. .... G. S. Cook .....Train Master.

(1) Represented Mr. E. P. Goodwin.

In the absence of the President, Mr. R. C. Barnard acted as Chairman.

The minutes of the last meeting stood approved as printed.

**Abrogating Rule 7 of the Cincinnati Switching Reclaim Rules.**

Mr. Wolff, Chairman of the Committee, read the report, as follows:

Cincinnati, O., October 27, 1906.

To the Central Association of Railroad Officers,  
Cincinnati Division.

Gentlemen: At a meeting of the Cincinnati Division, held April 10, 1906, the undersigned were appointed a Committee to consider a claim made by some of the members that Rule 7 of the Switching Reclaim Rules does not work to the best interest of all concerned, and to make a report after investigation with their recommendation to the Association.

Your Committee, having carefully considered the matter, respectfully recommend that Rule 7 shall not be abrogated for the following reasons:

1st. The theory upon which all kinds of reclaims rests is that the road responsible for the detention of cars shall pay the per diem accruing by reason of such detention.

2d. Rule 7 was adopted to eliminate unnecessary cross-switching and the consequent delay to the car, and at the same time provide for the payment of per diem accruing by the delivering road while car is detained on the track of the receiving road whenever the responsibility rests upon the delivering road.

This rule facilitates the repair of the car and therefore its further movement, because it limits the amount of per diem that may be reclaimed by the receiving road against the delivering road, which, in the absence of such a rule, would be unlimited.

3d. It may be held that the application of this rule in-

volves annoyance and excessive clerical work, but this may be truly said of any other of our reclaim rules, and is not a sufficient reason why the rule should be abrogated. On the other hand, if we are to be influenced by such consideration, the interest of our respective roads could not be conserved, because per diem would be frequently assumed by a road that was not responsible, which would clearly be inequitable.

4th. The Cincinnati Switching Reclaim Rules are the same as those adopted and now in force at every terminal and junction station within a territory extending from Chicago to Pittsburgh, and from the Ohio River to the Lakes. Their adoption over such a large territory was accomplished after much hard labor and very full discussion. It is deemed unwise, therefore, in view of the fact that throughout that territory no proposition has been made looking to the abrogation of a single one of these rules, that Cincinnati should take the initiative in abrogating one of them, which would tend to the abrogation of others, and thereby destroy uniformity, which is so desirable in our per diem operations.

5th. However, it is recommended by your Committee that, because the per diem rate is now 25 cents, the limit of time as set forth in Rule 7 shall be changed to read 3 days, so as to make the calculation even money; this to take effect November 1, 1906.

It is further recommended that, in event this report is adopted, the Secretary shall advise the Columbus, Toledo and Indianapolis Associations of this action, with the suggestion that they shall take similar action.

Respectfully submitted,

W. T. Wolff, Chairman:

G. H. Waldo.

E. C. Tomlinson.

Committee.

Mr. Arnold: I move that the report of the Committee be received and adopted as the sense of this Association.

Seconded by Mr. Johnson and carried.



**Report of Committee Appointed to Persuade the N. & W. Ry.  
to Become a Member of the Joint Car Inspection  
Agreement.**

At the October meeting the Superintendent of the N. & W. Ry. asked for further time in which to investigate the question of their going into the Joint Car Inspection Agreement at Cincinnati. Mr. Johnson, the Superintendent, was present, and stated that the N. & W. Ry. was ready to become a member of the Joint Car Inspection Agreement. Thereupon the N. & W. Ry. was elected a member, same to take effect at once.

**Intermediate Reclaims Between Connecting Lines and the A.  
& O. R. and the I. & M. V. Ry.**

The Chairman, Mr. J. R. Cavanagh, stated that he had not yet had a meeting of the Committee, and asked for further time, which was granted.

**Withdrawal of the D. T. & I. Ry. from the Car Service  
Agreement.**

The Secretary read a letter from Mr. J. H. Fraser, Superintendent of the D. T. & I. Ry. Co., dated October 16th, as follows:

I beg to advise it is the purpose of this Company to withdraw from the Cincinnati Car Service Association, and this letter is to notify you of final decision by this Company to this effect; withdrawal will become effective in accordance with agreement as executed when this Company entered that Association.

Mr. Cavanagh: I move that a Committee of three be appointed to draft a suitable letter to the D. T. & I. Ry. Co., calling their attention to the withdrawal, and see if they can not be persuaded to remain in the Car Service Association.

Seconded by Mr. Arnold and carried.

The Chairman appointed as a Committee Mr. J. R. Cavanagh, and Mr. E. C. Tomlinson.

### **Extension of Free Time to Unload Package Freight.**

Some receivers of freight in Kentucky, who live at a great distance from railroad stations, and who have but one or two deliveries of mail a week, took the matter of extension of time up with Mr. C. E. Rickey, Superintendent C. N. O. & T. P. Ry. The Secretary read Mr. Rickey's letter concerning this matter, as follows:

Cincinnati, New Orleans & Texas Pacific Railway Company.  
Lexington, Ky., November 1, 1906.

Mr. O. G. Fetter,  
Manager, Cincinnati Car Service Association.  
Cincinnati, O.

Dear Sir: Replying to your favor of the 25th ult., in regard to storage at stations which are distributing points for outlying provinces. I would respectfully recommend that we have a rule applicable to all local stations, provided that consignees living 5 miles and less than 10 miles from station be allowed 96 hours after arrival to remove their freight; consignees residing 10 miles and less than 15 miles from station allowed 120 hours from time of arrival; 15 miles and less than 20 miles, 144 hours; 20 miles and over allows 7 days' free time, these distances to be determined by the postal route.

Respectfully yours,

(Signed) C. E. Rickey,  
Superintendent.

Mr. Johnson: I move that the Secretary reply to Mr. Riekey, advising him that it is the sense of this Association that no change be made in the rules.

Seconded by Mr. Cavanagh and carried.

### **Interpretation of Joint Car Inspection Rules at Cincinnati.**

The Joint Car Inspector submitted the following letter, asking interpretation of certain phases of the Rules, or cases that might arise under the rules:

Cincinnati Joint Car Inspection.

Cincinnati, O., November 8, 1906.

F. M. Lawler, Esq.,

Chairman of Standing Committee,

Central Association of Railroad Officers,

Brightwood, Ind.

Dear Sir: If one road delivered to another road a car with heavy machinery or other material loaded in a gondola car that would require a crane to transfer, and the receiving line has none to make transfer with, would it be proper to order the car back to the delivering line for transfer, giving the delivering line an order for the transfer against the receiving line for the car?

While a case of this kind has never occurred to my knowledge, the question was asked me, and I told the person I was unable to answer, but I would take same up with the Standing Committee at its next meeting.

Another question was asked me. If one road ordered a lot of empty cars, and among the number was one or two cars that they did not see fit to repair on account of the extensive repairs, could same be returned to the line delivering the car?

My answer was that it could; but to be sure of the matter I refer same to the Standing Committee for decision.

Trusting you will take these cases up, I remain.

Yours truly,

(Signed) H. Boutet.

C. J. C. I.

Mr. Johnson: I move that the Joint Car Inspector be given authority to act in such matters to the best of his judgment.

Seconded by Mr. Neville and carried.

#### **Election of a Manager of the Cincinnati Car Service Association.**

Mr. O. G. Fetter was nominated and unanimously elected as the Manager of the Cincinnati Car Service Association for the ensuing year.

#### **Election of a Standing Committee on Car Service Matters.**

The present Standing Committee was re-elected for the ensuing year, with the exception that M. C. A. Paquette's place on the Committee was filled by Mr. M. A. Neville, Mr. Paquette having taken work with his road that removed him from the Cincinnati Division. This makes the present Committee as follows:

Mr. Brent Arnold, Supt. L. & N. R. R.; Mr. W. T. Wolff, Special Agent, P. C. C. & St. L. Ry.; Mr. M. A. Neville, Supt. C. C. C. & St. L. Ry.; Mr. J. R. Kearney, Supt. Car Service, B. & O. R. R., and Mr. J. A. Gordon, Gen. Supt. C. H. & D. Ry. Co.

**Election of Officers of the Central Association of Railroad  
Officers, Cincinnati Division.**

The following officers were unanimously elected for the ensuing year:

For President: Mr. E. P. Goodwin, Supt. C. & O. Ry.

For Vice-President: Mr. E. C. Tomlinson, Supt. of Trans.  
C. N. O. & T. P. Ry.

For Secretary-Treasurer: Mr. O. G. Fetter, Manager Cincinnati Car Service Association.

**Election of a Standing Auditing Committee.**

The present Standing Auditing Committee was re-elected, which is as follows:

P. C. C. & St. L. Ry., Chairman; C. C. C. & St. L. Ry. and  
C. N. O. & T. P. Ry.

**Election of a Per Diem Committee.**

Two of the members of the Per Diem Committee having left the Cincinnati Division, the following Committee was elected:

Mr. W. T. Wolff, Chairman, Special Agent P. C. C. & St. L. Ry.; Mr. E. C. Tomlinson, Supt. of Trans. C. N. O. & T. P. Ry., and Mr. G. H. Waldo, Supt. Car Service C. H. & D. Ry.

**Election of a Standing Committee on Joint Car Inspection.**

The present Standing Committee on Joint Car Inspection was re-elected, with the exception of the places filled by Mr. F. J. Smith and Mr. P. T. Dunn, whose places were made va-

cant by promotions which took them out of the Cincinnati territory. Their places were filled by the election of Mr. P. H. Reeves and Mr. D. J. Durrell. This makes the present Committee as follows:

Mr. F. M. Lawler, Chairman, D. M. M., C. C. C. & St. L. Ry.; Mr. T. A. Sweeney, Supt. C. H. & D. Ry.; Mr. P. H. Reeves, M. M., B. & O. S-W. R. R.; Mr. E. P. Goodwin, Supt. C. & O. Ry.; Mr. C. E. Rickey, Supt. C. N. O. & T. P. Ry., and Mr. D. J. Durrell, Gen. Foreman P. C. C. & St. L. Ry.

#### **Election of an Executive Committee.**

The present Executive Committee was re-elected, which reads as follows:

Mr. Brent Arnold, Chairman, Supt. L. & N. R. R.; Mr. R. C. Barnard, Supt. P. C. C. & St. L. Ry., and Mr. E. P. Goodwin, Supt. C. & O. Ry. Co.

#### **Authority for an Additional Car Service Inspector.**

The Manager of the Car Service Association requested authority to employ an additional Car Service Inspector at a salary of \$70.00 per month, stating that he would make his salary several times over to the railroads.

Mr. Arnold: I move that the Car Service Manager be authorized to employ an additional Car Service Inspector at the salary suggested.

Seconded by Mr. Neville and carried.

#### **Adjournment.**

The meeting duly adjourned at 11:45 a. m.

R. C. BARNARD,  
Chairman pro tem.

O. G. FETTER,  
Secretary.

### INDIANAPOLIS DIVISION.

The Regular Meeting of the Indianapolis Division of the Central Association of Railroad Officers, was held in Indianapolis Union Station, at 2 o'clock P. M., Monday, Nov. 3th, 1908.

Meeting called to order by President Merion, with the following representation:

C. C. C. & St. L. Ry. Co.	M. A. Neville	Supt.
C. C. C. & St. L. Ry. Co.	C. A. Paquette	Ass't Chief Eng'r.
P. & E. R. R. Co.	C. S. Rhoads	Supt of Telegraph.
I. U. Ry. Co.	A. A. Zion	Supt.
I. U. Ry. Co.	J. E. Merion	Auditor.
C. I. & L. Ry. Co.	A. J. O'Reilly	Gen'l Agent.
L. E. & W. Ry. Co.	M. P. Deniston	Supt.
Vandalia R. R. Co.	W. C. Downing	Supt.

Visitors: L. H. Mummert, Manager, Indiana Car Service Ass'n; J. F. Ward, Car Accountant, C. C. C. & St. L. Ry.

Minutes of the previous meeting stood approved.

#### Unfinished Business.

The question of Uniformity of Rules Governing the Inter-

change of Cars at Large Terminals, carried over from the October meeting, was again brought before the Association.

It was the unanimous opinion of the members present that inasmuch as the work of inspecting cars under the present rules and regulations was giving entire satisfaction, there was no occasion to make any change in the present practice at Indianapolis.

The Secretary was directed to file the papers on this subject, without further action.

The President called attention to the work of the Signal Committee as discussed at the previous meeting. Mr. C. S. Rhoads, Chairman of the Signal Committee, advised that the Committee had not yet held any meetings, but he had the matter under consideration and was of the opinion that there was room for a decided improvement over the present method of signaling in yards, especially at congested points, citing the Indianapolis Union Railway tracks, both East and West entrances to train shed, as an example.

After further discussion and with view of gathering additional information, on suggestion, Mr. Rhoads stated he would submit a list of questions covering the more important points as to present practices, requesting the views and recommendations, and submit to the various Superintendents. On receipt of the replies he would again bring the subject before the Association for the purpose of gathering definite information for use of the Committee.

#### **New Business.**

Manager L. H. Mummert, of the Indiana Car Service Association, called attention to the importance of having a more accurate and uniform record kept by Agents or yardmen, to enable them to give more complete information when reporting cars on which car service charges had accrued, having



special reference to congestion in yards, the inability of consignees to receive cars due to inadequate facilities, etc.

To get at this matter systematically, it was decided on motion to call a special meeting, 2:00 p. m., Monday, November 12th—this meeting to be attended by Superintendents, Train Masters, General Yard Masters and Agents. The Secretary was directed to call the meeting accordingly.

Meeting adjourned.

J. E. MERION,

President.

G. B. STAATS,

Secretary.

Indianapolis, Ind., November 12, 1906.

## COLUMBUS DIVISION.

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Regular Monthly Meeting of Central Association of Railroad Officers,  
Columbus Division, held in Room 398, Union Station, Columbus, O.,  
Wednesday, Nov. 14th, 1906.

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In the absence of President Bayley, Mr. Quigley was chosen President pro tem., and called the meeting to order at 1:35 p. m., with the following representation:

C. C. C. & St. L. Ry.....	H. M. Patton .....	Agent.
Hocking Valley Ry. ....	R. S. Quigley .....	Supt.
N. & W. Ry. ....	G. P. Johnson .....	Supt.
P. C. C. & St. L. Ry.....	L. Ohliger .....	Supt.
P. C. C. & St. L. Ry.....	P. F. Smith, Jr. ..	Master Mechanic.
Penna. Co. (Toledo Div.).	Otto Schroll .....	Supt.

Mr. Patton representing Mr. W. G. Bayley, Superintendent.

Mr. Schroll represented by Mr. Ohliger.

Reading of minutes of previous meeting was dispensed with, and they were approved as printed.

### **Unfinished Business.**

#### **Breaking of Car Seals by Grain Inspectors.**

The action taken by this Association in its regular session in October, prohibiting representative of Columbus Grain and Hay Dealers breaking seals on cars for the purpose of inspecting or securing samples of lading, except upon authority of proper representative of the Railroad Companies, having been brought to the attention of the Grain Committee, Board of Trade of Columbus, that Committee, by its Chairman, communicated by letter with the Secretary of this Division, urging the importance of immediate adoption of some feasible mode of procedure whereby the Inspector and Sampler would be permitted to open such cars without being required to first secure proper authority in each instance and be accompanied by representative of the Railway Company to unseal and reseal car.

A copy of letter above referred to, from Chairman of Grain Committee, Board of Trade, to Secretary of this Division, was submitted to each member by mail prior to this meeting. The Secretary read the communication before this meeting, and after liberal discussion, in which it was the consensus of opinion that some plan advantageous to the Grain and Hay Dealers, and at the same time protective to the Railway Companies, should be devised to meet the emergency, it was moved, seconded and carried that the subject be referred to the Columbus Local Freight Agents' Association, a Committee to be appointed by that Association to confer with the Grain Committee of the Board of Trade to formulate a working plan covering the breaking of seals on cars containing grain and hay and resealing of cars, the report of the Committee, with recommendations of the Local Freight Agents' Association, to be submitted to Columbus Division, Central Association of Railroad Officers, at its meeting in December.

**Reading of Correspondence.**

**Item of \$50.00 in Expense for September.**

The Secretary read a communication from the General Secretary in response to inquiry from this Division regarding item of \$50.00 in expenses for September, covering the cost of printing mailing wrappers, advising that the expense covered the cost of the wrappers, the printing of the return stamp and the names and addresses of members, the supply being ample for a period of two years.

**New Business.**

Minutes of the regular meeting, Columbus Terminal Yard Masters' Association, held November 5, 1906, were read by the Secretary and ordered filed.

Bill of \$10.66, Columbus Division proportion of expense Central Association of Railroad Officers for month of October, 1906, was approved and ordered paid.

Meeting adjourned, 2:45 p. m.

R. S. QUIGLEY,  
President pro tem.

J. D. BERRY,  
Secretary.

## TOLEDO DIVISION.

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**Regular Monthly Meeting of the Central Association of Railroad Officers,  
Toledo Division, held in Room 915 Nicholas Building, Toledo,  
Ohio, Thursday, November 8th, 1906.**

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Meeting called to order at 11:15 a. m. by President R. S. Quigley with the following representation:

C. H. & D. Ry.....	G. H. Waldo....	Supt. Car Service.
C. H. & D. Ry.....	J. J. Corcoran.....	Trainmaster.
C. H. & D. Ry.....	T. A. Sweeney....	Superintendent.
C. C. C. & St. L. Ry.....	T. J. Kizer....	Commercial Agent.
C. C. C. & St. L. Ry.....	J. Heffernan.....	Trainmaster.
C. C. C. & St. L. Ry.....	F. von Nostitz.....	Agent.
H. V. Ry.....	T. R. Limer....	Supt. Car Service.
H. V. Ry.....	R. S. Quigley....	Superintendent.
H. V. Ry.....	W. F. Elrod....	Supt. Terminals.
H. V. Ry.....	W. E. Armstrong.....	Agent.
H. V. Ry.....	A. E. Kline....	Gen. Yard Master.
L. S. & M. S. Ry.....	T. J. Charlesworth....	Gen. Agent.
L. S. & M. S. Ry.....	J. R. Horgan....	Superintendent.
L. S. & M. S. Ry.....	G. E. Husted.....	Agent.

M. C. R. R.....F. von Nostitz.....Agent.  
M. C. R. R.....B. R. Donovan.....Trainmaster.  
Penna. Co.....W. T. Wolff.....Special Agent.  
P. M. B. R.....H. E. Meyers.....Agent.  
T. & O. C. Ry.....T. R. Limer.....Supt. Car Service.  
T. & O. C. Ry.....J. B. Chadwick.....Trainmaster.  
T. Ry. & T. Co.....T. B. Fogg.....Gen. Mgr.  
Wabash R. R.....C. H. Newton.....Agent.  
W. & L. E. R. R.....A. P. Titus.....Supt. Car Service.

The minutes of previous meeting were read and approved.

#### **Joint Messenger Service.**

The Secretary read the report of the Committee appointed by the Local Freight Agents' Association to look into the matter of Joint Messenger Service, as follows:

#### **PRESENT:**

G. E. Husted.....Chairman.  
C. H. Newton.....Agent Wabash & W. & L. E. R. R.  
G. W. Dennison.....Agent Penna. Company.  
H. M. Elliott.....Manager Toledo Car Service Ass'n.  
T. J. Lynch.....Accountant.  
R. A. Taylor.....L. S. & M. S. Ry.

Mr. Husted offered the following resolution:

**RESOLVED:** Toledo Joint Messenger Service  
being organized under management of Mr. H. M.

Elliott, shall only include mail to and from local freight offices in Toledo.

Seconded by Mr. Newton.

Motion carried.

Mr. Newton: Service performed by Union Depot Messenger at present time includes handling of mail which should not be so handled.

After discussion it was brought out that mail was being taken from Depot to Car Service Rooms which should be handled by messengers outside of Joint Service.

Mr. Husted:

RESOLVED: That the item of one mail dispatcher in Pennsylvania Company Yards, days at \$7.50 and one night dispatcher, be stricken from Joint Messenger pay roll effective November 1, 1906.

Seconded by Mr. Newton.

Carried.

Motion offered by Mr. Husted:

RESOLVED: That the T. Ry. & T. Co. be requested to pay the full proportion of Joint Messenger Service as shown in resolution adopted between local offices.

Seconded by Mr. Newton and carried.

Motion by Mr. Newton:

RESOLVED: That each line touched by special messenger should pay their proportion of the expense.

Seconded by Mr. Husted and carried.

In concluding, Mr. Newton suggested the plan of having all mail brought from the depot by wagon and distributed to the various offices and do away with messenger boys entirely.

This feature will be investigated and bids secured for doing the work.

Meeting adjourned at 12:30 noon until some future date.

R. A. TAYLOR,

Secretary.

G. E. HUSTED,

Chairman.

The Committee further reported that they had secured bids for furnishing of horses and wagons for the handling of railroad mail in accord with the schedule furnished, as follows:

Toledo Transfer Company.....	\$300.00 per month.
Moreton Truck & Storage Co...	290.00 per month.
Depenthal Truck & Storage Co.	290.00 per month.
E. J. Dean.....	240.00 per month.

Mr. Husted, Chairman of this Committee explained the Joint Messenger Service situation in Toledo thoroughly and felt that the "Horse and Wagon" proposition might be the most feasible.

After a general discussion of the matter, Mr. Limer moved "That the report of the Committee be received."

Seconded and carried.

Mr. Limer: "I move that the Committee be continued with authority to look into the plan as suggested and if they find it feasible, to adopt it and give it a trial and make a report to this Association."

Seconded by Mr. Wolff and carried.

The Secretary read a communication from Mr. H. E. Speaks, Superintendent, T. & O. C. Ry., as follows:

"C. & O. car 8154, according to our records, arrived at Toledo in our train No. 99, September 27, 1904 in good order. This car was applied on an order for W. A. Rundell & Co. for loading grain and was delivered to the Lake Shore for switching to the Clover Leaf September 29, 1904.

"Our records show that the car was received back under



load from the Clover Leaf via the Lake Shore October 5, and was marked for the repair track for the following defects:

"Leaking grain, A. end, one end post, one corner post, two end braces, six end boards broken; leaking corn B end, new defects."

"The car was placed on our repair track and held for the Chief Joint Inspector and by him ordered transferred October 7, on account of the above defects. The Chief Joint Inspector issued transfer order No. 1281 which is herewith attached, instructing the T. & O. C. Ry. to transfer the car and charge the cost thereof to the T. St. L. & W., because of grain leaking at ends and one end forced out. Bill was made against the T. St. L. & W. which is also herewith attached, amounting to \$3.75, which includes cost of transfer at \$3.25 and a switching charge of \$0.50 and which, up to this time, the Clover Leaf have declined to pay. Under date of August 10, 1906, Mr. Palmer writes our Superintendent Motive Power in part as follows:

"Our record shows defects all old having existed prior to the delivery of the car by the T. & O. C. Ry. for loading." However, the car when received by the T. St. L. & W. was plainly marked by their Inspectors "Not fit to load: return to T. & O. C. for repairs." For that reason we hold the T. St. L. & W. responsible for the loading of the car as by the marks on the car and the condition of the same plainly showed that it was not fit for carrying the class of freight it was loaded with.

The T. St. L. & W. Agent would not be informed of this car and was not aware of its being loaded but the parties in question at the industry at which the car was loaded could not well avoid seeing the marks on the car and observing its defective condition, and as we could not hold the industry responsible for the car, we hold the Company on whose rails the car was loaded, responsible, giving them opportunity to be reimbursed from the industry loading the car.

It will be noted from the papers that according to our records the car was delivered by our Company in good order;

at the same time the papers show that according to the Inspector's record on the Clover Leaf, the car was defective when received by them and that said defects were old and that the car was plainly marked "Not fit for loading," and notwithstanding the knowledge on the part of the Clover Leaf as claimed by these papers that the car was unfit for loading, they permitted it to be loaded on their tracks and then sent it over to us and we were compelled to transfer. Our contention is, therefore, that according to our records and to the best of our belief we delivered the car in good order and we acted in good faith. According to the Clover Leaf records, the car was defective when received and they knew it was unfit for loading grain. Notwithstanding this, they permitted it to be loaded and returned to us. We therefore, feel that the Clover Leaf should pay our bill for the transfer which was duly authorized by the Chief Joint Inspector in his order No. 1281 herewith attached.

Will you kindly submit this matter to the next meeting of the Association for adjustment? I have endeavored to give you a correct brief of the information contained in the papers, but if it is considered necessary, all correspondence can be sent to you."

Mr. Limer: "I move that the decision of the Chief Interchange Inspector be approved."

Seconded by Mr. Wolff, and carried.

On motion adjourned.

R. S. QUIGLEY,  
President.

H. M. ELLIOTT,  
Secretary.

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## PEORIA DIVISION.

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Proceedings of Regular Monthly Meeting held in Room 17, Union  
Station, Peoria, Ill., Tuesday, Nov. 13th, 1906.

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Meeting convened at 9:25 a. m., President Schaff in the  
chair.

### Present:

A. T. & S. F.....Not represented.  
C. & A. ....Not represented.  
C. & N. W.....Not represented.  
C. B. & Q.....J. W. Mulhern .....Supt.  
C. R. I. & P.....A. B. Copley .....Train Master.  
C. P. & St. L.....M. D. Schaff .....Supt.  
L. E. & W. ....E. W. Brown .....Train Master.  
Illinois Central .....Not represented.  
Iowa Central .....Not represented.  
P. & P. T. ....Not represented.  
P. & P. U. ....P. H. Neiderlander .....Supt.  
Peoria & Eastern .....W. F. Schaff .....Train Master.  
T. P. & W. ....Not represented.  
Vandalia . . . . .Not represented.

Visitors: J. W. Hendley, Agent C. & N. W.; H. I. Battles, Agent C. R. I. & P.; G. T. Mowat, Agent T. P. & W.; J. A. Lucey, Agent Iowa Central; C. A. Brown, Agent P. & P. U.; Wm. Hassman, Master Mechanic P. & P. U., Peoria, Ill.

The proceedings of October meeting were approved without reading.

### **Change in By-laws.**

Secretary: By direction of the President, I sent each of you a list of proposed amendments to our Rules of order together with a letter stating that action would be taken on them at this meeting.

Chairman: I think it would be well if the Master Mechanics' Association were consolidated with the Central Association of Railroad Officers; that committees should be appointed to whom various matters could be referred and action taken after such committees have made their reports.

Secretary: It would be necessary to change Article 13 as to representation.

Mr. Neiderlander: I move that Article 13 be amended so as to include Superintendents of Car Service, Car Accountants, and Master Mechanics as eligible to represent their roads.

Seconded and carried.

Chairman: If there is no objection we will ask the Secretary to notify the Superintendents of Car Service, Car Accountants, and Master Mechanics, that their presence is desired at our next meeting. I think it would also be well for the Secretary to also advise the Peoria Local Agents that they are entirely welcome to our meetings at any time. Hearing no objection it will be so ordered.

Mr. Mulhurn: I move that our Articles of Agreement be so amended as to provide for the following standing Committees of five persons each.

1. Committee on Transportation to whom may be referred questions pertaining to Transportation, including switching.

2. Committee on Per Diem, to whom may be referred questions pertaining to Per Diem, including Demurrage.

3. Committee on Maintenance of Way, to whom may be referred engineering questions.

4. Committee on Equipment, to whom may be referred mechanical matters.

5. Committee on Freight Houses, to whom may be referred questions pertaining to the receipt, transfer and delivery of L. C. L. Freight.

6. Committee on Nominations, who shall recommend Officers and Standing Committeemen to the annual meeting and propose names to fill vacancies throughout the year.

Seconded by Mr. Neiderlander and carried.

Mr. Mulhurn: I move that a special Nominating Committee of five be appointed by the Chair to report at our next meeting their recommendations for Officers and Committeemen for the ensuing year.

Seconded and carried.

The Chair appointed Messrs. R. W. Colville, Wm. Hassman, F. L. Campbell, M. D. Schaff, and E. Ryder, as such Committee.

### **Early Closing of Freight Houses.**

Secretary: By your direction, I notified the Local Agents to inform the Transfer Company that the contract for teaming L. C. L. freight would not be renewed after January first next. The Transfer Company answer as follows:

“Thede Bros.”

Peoria, Ill., November 2, 1906.

Local Freight Agents' Association,  
City.

Gentlemen: Your notice of October 24 in regard to termination of transfer contract January 1, 1907, at hand and noted.

As you probably know, this will work considerable loss and hardship on us if our work at Freight Depots is discontinued at that time, as it would throw the teams and men on our hands when work is slack and we could neither use or dispose of them.

Under the circumstances we thought that you would be kind enough to continue the present arrangements until March 1, 1907, which will let us down much easier.

Hoping that you will give this a favorable consideration, we are,

Yours truly,

(Signed) Thede Bros.

Secretary: In this connection, I have a letter from the T. P. & W. Agent to his Superintendent in which he says:

At present we pay P. & P. U. 22½ cents per ton for unloading this transfer freight and the C. R. I. & P. and C. B. & Q. **pay the drayage** 50 cents a ton on all goods delivered to them. What will it cost **us** to deliver to “Q” and C. R. I. & P. on cars?

Existing arrangement requires a payment of 50 cents a ton drayage and 22½ cents a ton, P. & P. U. loading charge on freight from “Q” and C. R. I. & P. What will it be under new plan?

During September the C. B. & Q. transfer amounted to 40 tons per day, which with an estimated tonnage to C. R. I. & P. of 30 tons per day means a cost for drayage to above lines of \$910.00 per month of 26 working days. Are the delivering lines to be subjected to this charge? I do not believe C. B. & Q. and C. R. I. & P. will agree to stand any proportion of ex-

pense at the P. & P. U. Freight House in view of the increased cost of handling by car at their freight house, the switching and the added expense resulting from the forced assorting of shipments that now reach them entire.

The change is suggested I understand to benefit conditions in P. & P. U. Freight House.

It will require from 12 to 15 cars per day on basis of 10,000 pounds each to care for the movement from P. & P. U. Lines. Can room for that number of cars be found on tracks that are now inadequate to accommodate the business?

If not, cars unloaded must be utilized. Who will furnish these 15 cars per day and is it to be done arbitrarily or subject to Agents' decision? What of the loss of revenue from them an item of expense?

Granting that the 15 cars are loaded and promptly switched, will they be handled and freight forwarded as promptly as at present? If not the Peoria Gateway suffers and the T. P. & W., Iowa Central, L. E. & W. and C. P. & St. L. having no Chicago or St. Louis outlet except via Peoria bear the burden. Service counts and comparison will hurt us owing to superior service to and from the gateways mentioned.

Is not the change more expensive for us and will it not jeopardize our business without benefits?

How are the P. & P. U. to assume this added burden in view of their inability to promptly handle the present tonnage?

Will the adoption of car transfer mean a forced retention of the service or in the event of reversion to dray system, an increased rate, owing to the practical monopoly of the teaming business by Thede Bros.?

Any loss during transportation by car transfer is borne by lines interested, while Thede Bros. are responsible under existing contract.

(Signed) G. T. Mowat, Agent.

Mr. Neiderlander: This arrangement was made to comply with a vote of the Association on their Committee's report.

At present the P. & P. U. charge 22½ cents per ton for unloading, and the "Q" and Rock Island pay 50 cents per ton for transfer. It was not the intention of the Committee that the proposed arrangement would cost any more. I did not expect it to cost the "Q" or Rock Island anything, as we proposed to switch the cars for nothing. It costs 22½ cents to unload freight onto the Freight House floor, and it will not cost anymore to drop it onto the Transfer car floor.

Mr. W. F. Schaff: You will charge for unloading the freight but there will be no reloading charges. In other words drayage charge will be saved, there being no switching charge on cars; the only loss will be the use of the cars.

Mr. Neiderlander: Yes, we will deliver cars on transfer and Rock Island and "Q" can handle them as they do other switch cars.

Mr. Hendley: That will be a discrimination in favor of tenant Lines. The "Q" and Rock Island will save \$900.00 and we will save nothing.

Mr. Battles: You pay drayage up and we pay it down.

Mr. Mulhurn: It will cost the Rock Island and "Q" 2 or 3 cents more to handle from car than from the platform as they do now.

Mr. Battles: We can handle as cheaply from car as from dray.

Mr. Mulhurn: It depends upon where the cars are placed.

Mr. Mowat: I doubt the ability to unload from car and load out as advantageously as from dray. The dray delivers at certain doors.

Mr. W. F. Schaff: Is that not offset by freight house congestion?

Mr. Neiderlander: It is understood that we will reload the cars that we unload.

Mr. Mulhurn: That is in your own hands.



Mr. W. F. Schaff: I think the Association should recommend to the P. & P. U. that they load as far as possible, cars that are home to the "Q" and Rock Island.

Mr. Mulhurn: I move that the request of Thede Bros. for an extension of time to March 1, be granted.

Mr. Neiderlander: I do not see that any harm can come from their request, as we propose to load some cars anyway. I therefore second the motion.

Carried.

Mr. C. A. Brown: I request orders from the "Q" not to load any car transfer until a transfer arrangement goes into effect.

Mr. Mulhurn: From what?

Mr. C. A. Brown: From the Rock Island.

Mr. Mulhurn: We will accept freight tendered us in any manner.

Mr. Battles: Will you, Mr. Neiderlander, take cars prior to March 1?

Mr. Neiderlander: We will take anything we can get our hands on.

### **Supplies for Railway Mail Service.**

Secretary: Your instructions given at the last meeting in regard to desk and chairs have been carried out by the P. & P. U.

### **Billing to Accompany Cars.**

Mr. Hendley: Mr. Braden requested that I bring this subject up. The Rock Island has given notice that they will not accept any cars loaded or empty for switch business or any-

thing else unless regular billing accompanies them, and with our practice now, of giving blanket order to P. & P. U. we do not have car numbers. The Local Agents would like to have a joint man to look after this matter on this transfer.

Mr. Copley: Cars should not be received without billing. We had at one time 300 cars awaiting billing, among them 8 cars of time freight delayed 4 days.

Chairman: I don't think any line can afford to take any cars from transfer without billing.

Mr. W. F. Schaff: I move that this subject be carried over and referred to the new Transportation Committee.

Seconded by E. W. Brown and carried.

Adjourned 11:30 a. m.

M. D. SCHAFF,  
President.

A. J. ELLIOTT,  
Secretary.

## ST. LOUIS DIVISION.

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Proceedings of the Regular Monthly Meeting of the St. Louis Division of  
the Central Association of Railroad Officers, held in the Committee  
Room of the Jefferson Hotel, Friday, Nov. 9th, 1906.

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The meeting was called to order at 10:30 a. m., with President Ryder in the chair.

The representation was as follows:

B. & O. S-W. ....	J. B. Carothers .....	Supt.
C. B. & Q. ....	J. A. Somerville ..	Supt. Terminals.
C. & E. I. ....	Not represented.	
C. & A. ....	E. Ryder .....	Supt.
C. & A. ....	William Pratt .....	Agent.
C. C. C. & St. L. ....	R. R. Harris .....	Agent.
C. P. & St. L. ....	Not represented.	
Illinois Central .....	Not represented.	
Int. Car Transfer Co. ....	Geo. Hannauer .....	Supt.
L. & N. ....	S. J. Cashel .....	Com'l Agent.
L. & N. ....	M. Buckley .....	Gen'l Foreman.
M. K. & T. ....	Not represented.	

Mo. Pac. .... E. F. Kearney .... Supt. Terminals.  
Mo. Pac. .... E. B. Lane .... Gen'l Frt. Agent.  
M. & O. .... Not represented.  
St. L. & S. F. .... B. W. Moore .... Supt. Terminals.  
St. L. & S. F. .... C. O. Yoakum .... Chief Clerk.  
St. L. & B. E. .... C. S. Darrach .... Supt. Frt. Traffic.  
St. L. & S. W. .... W. H. Calvert .... Agent.  
Southern . . . . . Not represented.  
St. L. K. C. & C. .... H. L. Reed .... Supt.  
St. L. T. & E. .... W. B. Warren .... Supt.  
St. L. Transfer Co. .... Not represented.  
St. L. Nat'l Stk. Yds. .... J. H. Hohl .... Supt. Terminals.  
T. St. L. & W. .... W. C. Himmelright ... Trav. Insp'r.  
T. R. R. A. .... J. J. Coakley .... Supt.  
T. R. R. A. .... W. T. Aylesbury .. Car Accountant.  
T. R. R. A. .... J. J. O'Brien .... Superv'r Car Dept.  
T. R. R. A. .... E. A. Jack, Jr. ... C. C. Traffic Dept.  
Vandalia . . . . . W. C. Downing .... Supt.  
Vandalia . . . . . John Fitzpatrick .... Agent.  
Wabash. .... J. E. Taussig. .... Supt. Terminals.  
Wiggins Ferry Co. .... Geo. Hannauer .... Supt.  
Wiggins Ferry Co. .... L. W. Putnam .... Com'l Agent.  
Central Association. .... Chas. Waughop .. Chief Int. Insp'r.

Chairman: Have we a quorum?

Secretary: We have.

Chairman: The minutes of the previous meeting have not yet been received from Cincinnati, probably due to our holding meeting a little early this month.

**Unfinished Business.**

**Supervision of Scales by the Merchants' Exchange.**

Secretary: (After reading the Committee report which appears in the September proceedings.) I was directed at the last meeting to communicate with Mr. R. M. Fraser, Chairman of the Eastbound Freight Committee, with a view to urging him to take some action in this direction. He replied, under date of October 18th, as follows:

Your letter 17th is the first and only information I have on the subject. I, therefore, am unable to give you the desired information. If I should receive a request before the 20th inst. from a member to docket the subject, it will be docketed for meeting to be held on the 23d.

I submitted the substance of Mr. Fraser's letter to Mr. Somerville, Chairman of the Committee having the matter in hand, and also to one of the east side lines, in order that the subject might be presented by the date mentioned in Mr. Fraser's letter. On November 1st, upon taking the matter up again with Mr. Fraser, he advises that the subject had not yet been presented.

Mr. Somerville: I talked to Mr. Fraser's Chief Clerk in regard to the matter. He stated that while he had no subject docketed as to the Merchants' Exchange supervising the weighing of freight, he did say that there was a question up of checking out-turn weight of freight delivered from team tracks, which is the subject that we had in mind, simply under a different head. I see nothing else to do but to call on Mr. Fraser in person and see if we can not reach some understanding.

Chairman: We will be very glad to have you do that as Chairman of the Committee, and report at our next meeting.

**L. & N. Objecting to Local Interchange Rules.**

Secretary reads:

Louisville & Nashville Railroad Company.  
St. Louis, October 30, 1906.

Mr. J. Rothschild,  
Sec'y Central Ass'n of Railroad Officers,  
St. Louis.

Dear Sir:

**Local Interchange Rules.**

This Company seriously objects to the rules governing inspection of cars in interchange at St. Louis and East St. Louis, effective November 1st, the prescribed rules governing interchange of traffic destined to points beyond the territory of the St. Louis Division of the Central Association of Railroad Officers.

The new rules as proposed, under certain conditions would relieve the intermediate switching lines of congestion, but believe that a rule that would force the delivering line to put its own equipment in first-class condition before tendering it to a connection would work just as advantageously, if strictly enforced. These conditions are illustrated right here in St. Louis. When our present rule, known as the "run, repair or transfer" rule, was adopted, it was at a time when the congestion in the terminals made it necessary to adopt some such rule to relieve the intermediate switching lines, and at a time when all lines were not keeping their equipment up to the

standard, as is now required by the M. C. B. Rules and the Safety Appliance Law.

This rule, I am advised has been advocated largely by roads who do not have facilities for repairing their own cars and have adopted this policy to run the cars so long as they are safe for movement. This is alright for a switching line who have no equipment of their own and who do not haul the equipment for any great distance but the rule has a tendency to force a line to handle equipment over its rails, which, otherwise would not be considered safe to run for the reason that at large interchange points where under the rules a line has to accept bad order cars, the inspectors will, where a large number of such cars have accumulated, allow them to go forward as safe, which will ultimately result in the equipment becoming in general bad order.

Another objection to the "run, repair and transfer" rule is that if defective cars are not switched out and returned to the delivering line and repaired, but go forward to other interchange points, defects will develop, forming a combination, thus relieving owners of responsibility.

Am very much in favor of the adoption of such a rule as will cause the delivering line to put its equipment in first-class condition before tendering it to a connection and that will, at the same time, avoid congestion, which we have had to contend with. The inspectors of all lines should certainly be in position to give the cars arriving in the terminals, the same attention and the same strict inspection before tendering them to a connection as they would to a car that is to be shipped out over their own rails.

I refer in the above only to through business, and in the application of the uniform rules, to switching business, that is cars arriving at destination for delivery within the switching limits, our present rules will avoid delays to such cars; then should the receiving line take upon itself to reconsign it to a point out on its own line, in that instance it should be incumbent upon them to either transfer the lading or put the car in a condition they consider serviceable.

This is to advise that it is the intention of this Company to abide by the rules so far as they apply to switching business, but on through shipments for movement via our rails, we will accept cars strictly in accordance with the M. C. B. Rules.

Yours truly,

John Fitzgerald,  
Superintendent.

Chairman: You have heard the communication; it is now up for discussion.

Mr. Hannauer: I would like to ask if that is to be construed as notice from the L. & N. that they will withdraw from the rules to which they are a party? If so, they have got to give ninety days' notice of such intent. Don't see how we can do anything on it in its present state.

Mr. Sommerville: I think there is a good deal in what Mr. Fitzgerald had brought out. Receiving lines are getting the worst of it under the present rules. I had a case before me yesterday where a car of staves comes to us with the entire end knocked out, question arises as to loss of staves from the car, the Terminal Claim Department say they are not responsible for the loss, that there was no loss according to the Chief Inspector's record. We had to transfer the car as usual. The Terminal Claim Agent says loss must have occurred in



transferring the car. I would be in favor of appointing a Committee to look into this rule further and make some report back to the Association, as to the relative merits or demerits of the position taken by the L. & N.

Mr. Hannauer: I was in hopes we could avoid any discussion on this subject, because of the matter not being in proper form. I can convince Mr. Somerville in a two-hours' talk so that he will withdraw his remarks. Those who were familiar with the conditions that led up to the adoption of the rules that we now have, well know the immense amount of work that was put in on this subject. As for the L. & N's position, I can only say it is based on a wrong idea. It is well enough to insist that the delivering line shall put cars in safe condition for movement before making delivery, but that sort of a proposition does not work out in a place like this where all inspection is made in the receiving line's yard. I note Mr. Fitzgerald in his letter says that the L. & N. is in favor of these rules on switching business, but on road business they do not favor the rules. Now, the fact is, the L. & N. is one of those roads that do not handle switch business and the result would be that the business going to them for movement out on their line would have to come to them just right.

Mr. Kearney: I am sorry that a representative of the L. & N. is not here, because the discussion of this subject will not have much effect unless we can get the L. & N. to change their position. There is a good deal of truth and some poetry in Mr. Fitzgerald's letter. Truth, because railroads as a whole are too strict in regard to receiving cars. For example; one railroad may issue notice through its management (something that the Superintendent has nothing whatever to do with) that on and after a certain date they will not accept cars not equipped with air-brakes, etc. A circular would be in direct conflict with our interchange rules. What is a Superintendent going to do? He has to carry out the rules of his general officer and put him in conflict with the rules here at St. Louis. Mr. Fitzgerald is bringing up a subject that we have to face

sooner or later. He speaks of congestions; I will say that we are handling more cars through the St. Louis gate-way than ever before, **with less friction, less delay, less cost, and less complaint from the shippers, less notoriety in the newspapers,** all of which is undoubtedly due to the interchange rules in effect at this point. Now, Mr. Hannauer touched on a point that should also be considered. The L. & N. is not a switching line in the sense that some of the other lines are. They get rid of all the cars coming into St. Louis, but cars going to them **must be in apple-pie order;** that is not a fair proposition, and does not take into consideration that fairness which should govern here in interchange of cars. Mr. Somerville mentions cars coming to them with staves, lumber, etc. in bad shape. The truth is, that the lines that are the heavy lumber carrying lines that originate all this traffic, furnish the cars for it in ninety-nine cases out of a hundred and cannot get their connections to give them any cars in exchange. This puts them in an embarrassing position. We will give Mr. Somerville five thousand loaded cars in a given period for movement over the Burlington, but Mr. Somerville in that period would not give us five empties to take care of those loads. I believe we should change interchange rules as little as possible.

Mr. Aylesbury: During the month of October the Terminal handled 193,042 cars: the Wiggins 59,375 cars. During the same period we offered to our connections less than 3,000 cars, or about 100 cars per day. In October 1904, the Terminal handled 164,000 cars and offered to connections about 18,000 cars. Now, gentlemen is that not proof that we should be very careful what we do in changing inspection rules?

(At this point the discussion was discontinued and later re-opened upon arrival of Mr. Cashel, representing Mr. Fitzgerald.)

Mr. Cashel: It was Mr. Fitzgerald's intention to attend this meeting, but now finds he cannot be present, so asked me to represent him.

Mr. Taussig: Do we understand that unless the Association changes these rules, that the L. & N. will withdraw from the inspection rules?

Mr. Cashel: Mr. Fitzgerald's letter refers to the rules effective November 1, 1906, and you will observe that it is dated October 30, at which time the rules had not yet gone into effect.

Mr. Hannauer: The L. & N. has got to give ninety days' notice to withdraw from these rules.

After some further discussion it was moved, seconded and carried that a Committee be appointed to call on Mr. Fitzgerald with a view to having him either withdraw or modify his position, whereupon the Chairman appointed Messrs. E. F. Kearney, J. A. Somerville, J. E. Taussig and Geo. Hannauer on this Committee with request to report at next meeting.

#### **Establishing Uniform Car Rental Charge.**

Secretary reads:

Missouri Pacific Railway Company.  
St. Louis, October 26, 1906.

#### **With Respect to Method of Assessing Switching Charges at St. Louis.**

Mr. J. Rothschild,  
Sect. Central Ass'n. of R. R. Officers,  
St. Louis, Mo.

Dear sir: Representatives of Western Terminal Lines have been addressed by Mr. P. W. Coyle, Commissioner, Freight Bureau, Business Men's League, St. Louis, with a view to adopting an uniform method of assessing switching charges at St. Louis on carload shipments hand-

points within switching limits of  
East St. Louis, including Granite  
ce, etc.

present method is for various lines to fix  
arge for the service performed, and to add  
this, a car rental charge, which is intended to  
cover per diem requirements, etc.

This car rental charge, is not by any means  
uniform, and in some cases in fact it is not made  
at all. This results in confusion as parties handl-  
ing freight in this manner, do not know and fre-  
quently are unable to ascertain what the total  
charge is to be for handling a shipment of this  
character.

In the discussion of this question, it seemed  
to be the impression of traffic representatives,  
that the better way to provide for charges cover-  
ing such movements, would be to make a total  
charge, without reference to car rental charge,  
which would include the switching and car rental.  
The writer was therefore requested to ad-  
dress you, asking if it was not practicable for  
your Association to decide upon a reasonable car  
rental charge which would be universally added  
to the switching charges to provide such a total  
charge as should be assessed.

We would be pleased to hear from you at as  
early a date as possible, and if a conference is  
considered desirable in order to obtain the de-  
sired end, this could be readily arranged.

Yours truly,

W. C. STITH,

Freight Traffic Manager.

Secretary: I replied to the foregoing by saying that the  
association had at a previous meeting decided that this ques-  
ion did not come within their jurisdiction, but was one for

the Traffic Departments of the various roads to settle. The following reply was received to my letter:

Missouri Pacific Railway Company.  
St. Louis, Mo., November 2, 1906.

**With Respect to Method of Assessing Switching  
Charges at St. Louis.**

Mr. J. Rothschild,  
Secy. Central Ass'n. of R. R. Officers,  
St. Louis, Mo.

Dear sir: Referring to yours of the 29th ult., in regard to uniform car rental charge.

It was the understanding of all the Traffic representatives at meeting where this subject was discussed, that it was unquestionably the duty of the various Traffic Departments to determine the rates to be charged for switching, but they were as uniformly of the opinion that the question of car rental charge, or charge to be made to cover per diem requirements, was one belonging to the Transportation Departments.

All lines now have their switching charges provided for, and if the various Transportation Departments of the St. Louis lines can agree on a uniform rental charge to be added to these switching charges to make a total charge instead of separating them as at present, it will dispose of this matter.

I trust that at your next meeting such a uniform charge can be arranged. If, however, it is again decided that the entire question including a charge to take care of per diem requirements, belongs to the Traffic Department to fix, we would at least like to have a recommendation

association as to what this charge  
this is not obtainable, would be  
ation representatives of the  
s would state to their Traffic  
it will be agreeable to have  
settled in the latter Departments.

Yours truly,

W. C. STITH,

Freight Traffic Manager.

In acknowledging receipt of this last letter I took the liberty of inviting Mr. Stith to attend our next meeting and believe Mr. Lane, General Freight Agent, Missouri Pacific is here to represent him.

Mr. Taussig: Wherever a car rental charge accrues a special tariff is issued covering both the switching and car rental charge; at least that is what we are doing now.

Mr. Kearney: I move that we recommend to the Traffic Departments an uniform car rental charge of \$2.00 in this territory.

Mr. Taussig: I second the motion.

Mr. Hannauer: It is hardly proper to make what you call an uniform car rental charge. We recognize in our reclaim rates between railroads that there should be some variation; in other words, we allow an unloading line but three days on car loads of live stock, as well as on elevator grain, and it would be pretty hard to justify anything like a two dollar charge on carload of live stock, which usually loads and unloads on the same day; that is in this local territory. It is practically out of the question and you will not be able to justify it anywhere and what is more we won't get it. I am of the opinion that our recommendation should conform to the code of reclaims that exists between the railroads here.

Mr. Taussig: That is what it is based on. I want to say that elevator grain does not represent five percent of the traf-

fic on which car rental accrues. On live stock I don't think it is anything. Two dollars is reasonable and is figured on the twenty-five cents per diem charge. In some cases as a loading line we have to allow a six day loading reclaim and a two day intermediate reclaim which amounts to two dollars.

Chairman: I suggest we hear from Mr. Lane.

Mr. Lane: We bring this question to you upon request of Mr. Coyle, who is Commissioner of Business Men's League. His people come to him and complain that these charges are not uniform and that the manner of assessing them are very annoying, and the fact of the matter is they do not know what they are going to be charged and Mr. Coyle asks if a total switching charge could not be arranged for each movement that includes this car rental. Now, it occurred to us in our local committee meeting that there were all sorts of charges being made, and that the shippers really had cause for complaint. We figured that you gentlemen ought to be able, or probably would be able, to arrive at some uniform car rental charge, to which we could add our switching charge and make a total charge in every case, thus removing the cause of this complaint. It might be necessary to make an exception in some cases: as for instance, on movement from the National Stock Yards to local butchers on this side, but instead of showing a charge, for instance of \$4.00 switching and 75 cents car rental, you make a total charge of \$4.75 without any reference to car rental. I don't suppose though, there have been any complaints from that source; the complaints are from people handling various commodities inside of the switching limits. If you find that two dollars is excessive, in this particular case, add \$1.50 to the switching charge. It is not necessary that the car rental be uniform covering every movement. The object is to make it uniform as between all railroads. The principal cause of complaint was that the public was never advised as to what this charge would be. Sometimes a certain movement will be figured to cost \$5.00, but

later it would be found that the charge is \$1.50 in excess of that.

Chairman: May I ask, if in your opinion, it would not be a great deal better to establish a rate per ton to cover the switch movement, which would include the car rental?

Mr. Lane: In the case of the Missouri Pacific and Iron Mountain this is being done. In our case we add \$2.00 car rental to the switching rate.

Mr. Downing: The action in Chicago today will probably result in a higher rate of per diem; this might cut some figure with any arrangements we make here. At points on our line where we do a switching business, we have a tariff reading something like this: "A charge of \$2.00 will be assessed for rental of car used in switch service between industries," that is in addition to our charge for the switching.

Mr. Coakley: I don't think this Association has any authority to make rates.

Mr. Kearney: We are not making any rates, but have merely been asked to make a recommendation to the Traffic Association.

Mr. Coakley: I don't think this Association should be asked to make such recommendation. If they ask us what it costs to handle a car, we can give them that.

Mr. Lane: That is exactly what we are asking. What does it cost in the way of your per diem requirements? It is that cost which we want to add to our car rental.

Mr. Hannauer: If it is a matter of cost, I offer this;

This Association advises that the cost to the  
railroads on local business is at this time on live  
stock three days, on elevator grain four days, and  
on other freight eight days.

Mr. Kearney: It seems to be the understanding that this car rental charge can only be based on per diem reclaim. That may be true, possibly it is; possibly that is the only ground we have for making the car rental charge at all. If this is



the case, with the consent of my second, I would like to change my motion to read:

That this Association recommend to the Traffic Departments that we charge \$1.00 car rental on live stock and elevator grain, and \$2.00 on other commodities.

That will exactly cover the per diem situation today.

Mr. Hannauer: I offer as an amendment that on live stock we assess car rental for three days, elevator grain four days, other freights eight days.

Mr. Coakley: I second the motion.

Chairman: The Secretary will please call the roll on the amendment.

Secretary: Result thirteen noes; five yeas.

Chairman: The amendment is lost. Secretary will please call the roll on the original motion.

B. & O. S-W. R. R. No.

C. & E. I. R. R. Yes.

C. B. & Q. Ry. Yes.

C. C. C. & St. L. Yes.

Int. Car Trans. Co. No.

M. K. & T. Ry. Yes.

Mo. Pac. Ry. Yes.

Rock Island System. Yes.

St. L. & S. F. Yes.

Vandalia R. R. Yes.

St. L. T. & E. R. R. Yes.

St. L. & B. E. R. No.

St. L. Nat'l Stk. Yds. No.

T. St. L. & W. R. R. Yes.

Terminal R. R. Ass'n. Yes.

Wabash R. R. Yes.

Wiggins Ferry Co. No.

St. L. S-W. R. R. Yes.

C. & A. Did not vote.

Secretary: The result is, yeas, 13; noes, 5.

Chairman: The yeas have it. The Secretary will please communicate the recommendation to Mr. Stith.

**Reconsigning Charge on Hay.**

Secretary reads:

St. Louis Eastbound Freight Committee.

St. Louis, October 25, 1906.

Mr. J. Rothschild,

Sec'y Central Ass'n of R. R. Officers,  
Union Station, City.

Dear Sir:

**Reconsigning Charge on Hay Ordered to Connecting Lines After Arrival.**

At meeting of this Committee, 23d inst., there was presented a letter dated October 18th, File A-22-2, from Mr. J. C. Lincoln, Commissioner St. Louis Traffic Bureau, Merchants' Exchange, as follows:

Dear Sir: I am advised by our dealers in hay that it is the custom with nearly all of the lines at East St. Louis to assess reconsigning charge upon hay that is ordered to connecting lines after arrival.

This seems to me to be an unjust charge, and a penalty against this market, and one that is not enforced at competing markets like Chicago, Kansas City, Cairo and Memphis.

On behalf of our constituency I would like to appear before your Committee, if thought de-

sired, with a view of having this penalty removed. All of the Western Lines bringing hay into St. Louis, with possibly one exception, have removed the charge, provided reconsigning instructions are given within free time. This is all we ask of the east side lines, viz.: that if reconsignment disposition instructions are given within free time, the reconsigning charge be waived.

I was instructed to refer the communication to the Secretary of the Central Association of Railroad Officers for their consideration, with the request that this Committee be advised as early as possible of their views in the premises:

Please, therefore, give this early attention, advising conclusions.

Awaiting your reply, I am,

Yours respectfully,

(Signed) R. M. Fraser,  
Chairman.

Mr. Hannauer: There are certain shippers that maintain warehouses for hay, and those fellows claim to be discriminated against. They claim to be in competition with a lot of fellows that sell hay right out of the car, and it is to get around this that they want this reconsigning charge done away with. I believe it is to the interest of the railroads to work it out that way. As the matter now stands, they offer encouragement to the fellow who does not own a warehouse at all, but who sells the hay direct from the car.

Mr. Taussig: I think we ought to get something for the service of placing these cars on the team track.

Mr. Fitzpatrick: If abolished, it will result in their demanding free unloading time each time car is reconsigned.

This subject received considerable discussion pro and con, some favoring the abolition of the reconsigning charge, others pointed out some bad features of the result. It was finally

moved by Mr. Taussig, seconded by Mr. Moore, that the matter be referred to the Local Freight Agents' Association for their views and recommendations.

### **Grain Door Rules.**

Secretary: Mr. W. C. Downing, Superintendent Vandalia Railroad, writes as follows, under date of the 13th inst:

Referring to your circular letter of September 19th, enclosing copy of rules governing the handling of grain doors in St. Louis and East St. Louis, which you say were adopted at the meeting held on September 14th, I have taken this matter up with our Traffic Department, and find that these rules, so far as the charges specified are concerned, conflict with the rules of the Traffic Department as agreed upon by the Central Freight Agents' Association, and, as this is strictly a traffic matter, we can not put the rules into effect until the Traffic Department has modified its rules.

Secretary: Copy of Mr. Taussig's letter was sent to all Superintendents for their information.

Mr. Downing pointed out that the only difference in these rules and those of the Central Freight Association was in the price we charge for the doors.

It was thought, after some discussion, that the original Committee on Grain Door Rules could probably adjust this difference with J. C. Lincoln, Traffic Manager Merchants Exchange. To that end the Committee, composed of Messrs. Somerville, Kearney, Hannauer and Taussig, were reappointed for that purpose, with request to report at the next meeting.

### **Handling of Cars Containing Liquids when Leaking.**

Secretary reads:

St. Louis, November 7, 1906.

Central Association of Railroad Officers,  
City.

Gentlemen: Pursuant to action taken at your August meeting, your Committee called a meeting with the Freight Claim Agents for 10:00 a. m. today, in Private Dining Room, Union Station, the following gentlemen being present:

Geo. Hannauer, Superintendent Wiggins Ferry Co.  
J. E. Taussig, Superintendent Terminals, Wabash R. R.  
J. N. Chandler, General Agent L. & N. R. R.  
W. T. Aylesbury, Car Accountant T. R. R. A. of St. L.  
S. D. Webster, F. C. A. Terminal Railroad Ass'n of St. L.  
Geo. T. Dickson, Chief Clerk (Claim) M. & O. R. R.  
T. S. Walton, Chief Clerk F. C. D., Mo. Pac. Ry.  
M. L. Becker, F. C. A. Wabash R. R.  
C. S. Tewksbury, F. C. A. Rock Island Lines.  
Walter Nichols, A. G. F. A. Big Four Route.  
W. S. Wheaton, Chief Claim Clerk Vandalia R. R.  
G. Goehansen, Chief Clerk St. L. & S. F. R. R.  
J. F. Murphy, Contracting Agent B. & O. S-W. R. R.

Your Committee was assigned two subjects:

First—To reconcile Local Interchange Rule 41 with Rule 10 of the Freight Claim Agents' Association.

Second—To determine whether the receiving or delivering line should assume the risk for damage in the transfer of non-transferable freight.

After considerable argument the Freight Claim Agents appointed a Committee, composed of Messrs. Dickson, Becker and Leith, to confer with our Committee, whereupon the meeting adjourned, and the Joint Committee met.

After due deliberation it was unanimously agreed that the following rule should be added as an addition to present Rule 41, and your Committee so recommends:

Where a shipment of liquids is received in a leaking condition, immediate notice by 'phone, to be confirmed in writing, shall be given to the delivering road, but receiving road shall at once take measures to stop such leaking, make transfer if necessary, and ascertain, by weighing, amount of loss up to such time, the party at fault to be responsible for any expense incurred under this clause.

With reference to the question of risk of damage in the transfer of non-transferable freight, it was unanimously agreed and this Committee recommends that this feature is governed by ruling of the Freight Claim Agents' Association, reading as follows:

Where a line delivers a car which is in an unfit condition to run, containing property which, on account of its perishable nature, will be damaged by transfer, the receiving line shall immediately notify delivering line of necessity of transfer, and car shall then, at the option of the delivering line, be returned to it for transfer, or, if transferred by receiving line, it shall be at the risk and request of the delivering line, it being understood that receiving line shall properly protect the property pending the transfer.

Where a carrier transfers simply to retain its equipment for reasons of a similar character, and the freight sustains damage on account of transfer not having been made by experienced laborers, claim for damage, if clearly shown to have been caused by said transfer, shall be chargeable to the transferring carrier.

Your Committee recommends that the Local Agents be advised accordingly. Respectfully submitted,

J. E. Taussig,  
Geo. Hannauer,  
E. W. Moore,  
Committee.

Mr. Kearney: I move the report be adopted.

Mr. Somerville: I second the motion.

Carried.

The Committee, however, was continued, with request to make further report as to location of industries in these terminals which have facilities for the transfer of oil and other commodities carried in tank cars.

#### Report of Interchange Committee.

Secretary reads:

St. Louis, October 30, 1906

Mr. E. Ryder,

Pres't Central Ass'n of R. R. Officers,  
St. Louis.

Dear Sir: The Executive Committee, Interchange Car Inspection, met this date in Private Dining Room, Union Station, the following members being present:

Messrs. E. W. Moore, P. J. Hickey, J. J. O'Brien, B. W. Moore, J. E. Meckling and Chief Interchange Inspector Waughop.

Considerable routine business was disposed of. Chief Inspector stated that all inspectors had been supplied with the new Interchange Rules, and expressed the opinion that the new rules would go into effect on November 1st without a hitch.

The following cases of appeals from the Chief Interchange Inspector's decisions were presented:

**St. Louis, Troy & Eastern versus Terminal.**

The St. Louis, Troy & Eastern presented two cases, wherein they were refused defect cards against the Terminal for chipped flange wheels, claiming that under M. C. B. Rules the defects were condemnable, and therefore should have been carded. The cases were referred to the Sub-Committee, with instructions to examine the wheels and report as to whether or not the Chief Inspector was justified in his refusal to issue the cards. Their report, which is signed by four members of the Committee, upholds the Chief Interchange Inspector's decision. The Executive Committee concurs.

**Terminal R. R. Ass'n versus C. B. & Q. Ry.**

The C. B. & Q. delivered to the Terminal Railroad Association C. F. T. car 13604, on December 20, 1905, with the following defects:

Draft sill and end sill broken at "B" end. Two side sills broken at "B" end. Side sill broken, and door post broken, old. While in possession of the Terminal the car was wrecked. Defect card was issued against them for all the breakages and car sent home. The Terminal then called upon the Chief Inspector for rebuttal card against the Burlington for the defects above mentioned, which existed at the time the car was received, basing their claim upon Rule No. 10, which reads:

Should a car be delivered with car owner's or old defects, and line receiving damage it further, causing a combination denoting unfair usage, the receiving line will be responsible only for the damage done by it.

This case was also referred to the Sub-Committee for their views, and in report signed by four members, they uphold the Chief Inspector's refusal to issue rebuttal card, which refusal



was based merely upon the fact that the car was wrecked. The Executive Committee decided that Rule No. 11 should govern in this case, the following motion being adopted:

**Moved,** That the decision of the Chief Interchange Inspector be reversed, and that he be instructed to issue rebuttal card against the Burlington for the damage to the car that existed prior to delivery to the Terminal Railroad Association.

**C. B. & Q. Ry. versus Terminal R. R. Ass'n.**

Defect card was issued against the C. B. & Q. for one end sill and two draft timbers broken, old "B" end, H. R. L. car 32, which they delivered to the Terminal Railroad Association August 5, 1905. Burlington received this car at Kansas City, August 4th, just the day previous. They object to the defect card on the ground that, according to records, there were only two draft sills broken when delivered to the Terminal. They show that when the Terminal subsequently delivered the car to the Clover Leaf on August 5th, the following defects existed:

One coupler, draft timbers, and part of end sill gone complete. Two center sills damaged and broken, new. One end post broken out, sixteen end boards broken and partly gone, two truss rods broken and brake staff bent "B" end.

Contending to show thereby that the damage for which they have been carded against occurred on the Terminal. Chief Inspector based his decision upon the opinion that the defects for which he carded existed when the Terminal received the car from the Burlington. It was moved by the Committee that the defect card was properly issued against the Burlington, and that they should endeavor to obtain relief at Kansas City, where it is shown they received the car.

After discussing various other matters pertaining to the

welfare of the Association, the meeting adjourned at twelve o'clock.

Respectfully,

E. W. Moore,  
Chairman.

Mr. Somerville stated that it was his intention to appeal to the Association on the decision rendered in the case of C. F. T. car 13604, and Mr. Warren, of the Troy & Eastern, gave similar notice with reference to the decisions rendered against this company.

After considerable argument, particularly as to the latter case, it was moved by Mr. Hannauer, seconded by Mr. Kearney, that the Committee's report be adopted, with the understanding, however, that Messrs. Somerville and Warren would have until the date of the next meeting to file their appeals.

Carried.

There being no further business, the meeting adjourned at 12:30 p. m.

J. ROTHSCHILD,  
Secretary.

E. RYDER,  
President.

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## KANSAS CITY DIVISION.

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Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at the Savoy Hotel,  
Kansas City, Mo., Monday, November 12th, 1906.

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The meeting was called to order at 2:30 p. m. by the President, Mr. J. P. Cummings, with the following representatives present:

A. T. & S. F. Ry.....	H. W. Sharp .....	Supt.
C. & A. Ry. ....	Not represented.	
C. B. & Q. Ry.....	J. P. Cummings .....	Supt.
C. G. W. Ry. ....	F. M. Steele .....	Agent.
C. M. & St. P. Ry.....	J. S. Adsit .....	Supt.
C. R. I. & P. Ry.....	H. R. Saunders .....	Supt.
K. C. Southern Ky. ....	F. S. Rawlins .....	Supt. Transp'n.
M. K. & T. Ry.....	Not represented.	
Mo. Pacific Ry. ....	C. E. Carson .....	Supt.
St. L. & S. F. Ry.....	J. E. Hutchison .....	Supt.
Union Pacific R. R. ....	W. S. Basinger .....	Train Master
Wabash Railroad .....	Not represented.	

K. C. Belt Ry. ....D. W. Rider .....Supt  
K. C. N. W. R. R.....C. E. Carson.  
L. K. & W. Ry. ....W. S Basinger .....Train Master.  
Q. O. & K. C. R. R..... W. J. Stoneburner.....Supt.  
St. J. & G. I. Ry.....Not represented.  
Mr. F. W. Trapnell.....Chief Joint Int. Insp., Kansas City.

President: As the minutes of the last meeting have been sent out, if there are no objections, they will stand approved as printed.

#### **Unfinished Business.**

Secretary: There is nothing under the head of Unfinished Business, Mr. President.

#### **Reading of Correspondence.**

##### **Resignation of Mr. Richard Doyle as Vice-President.**

Secretary: Here is a letter from Richard Doyle, under date of October 31st, as follows:

On account of severing my connection with the Wabash, will you kindly present to the Association at the next meeting my resignation as Vice-President of the Kansas City Division?

Thanking yourself and the members of the Division for the kindness and honors which were heaped upon me, I beg to remain,

Yours very truly.

President: What will you do with Mr. Doyle's letter?

Mr. Rider: I move that we accept Mr. Doyle's resignation as Vice-President of the Association with regrets, and that the Secretary be instructed to convey our regrets to Mr. Doyle.

Motion seconded, put to vote and carried.

#### **Prorating Charge for Grain Doors.**

Secretary: Here is a letter from Mr. Palmer, of the Union Pacific, under date of October 23d:

Referring to agreement effective June 1st, 1901, between the various lines in Kansas City, with reference to prorating charge for grain doors, in which the price is fixed at 35 cents each.

On account of the advance in prices of lumber since the agreement was made, our temporary grain doors are now costing us 57 cents apiece, and I presume other lines are paying practically the same figure. It is the desire of our people, therefore, that the matter be brought before your Association with a view of securing an increase in the charge from 35 cents to the average cost that the various lines are paying for their doors.

Will you kindly docket the subject for consideration in the usual manner?

Mr. Basinger: Our General Superintendent referred this matter to us. It seems that there was an agreement made to the effect that 35 cents would be charged for doors. Since that agreement was made, the cost of grain doors has increased from 35 to 57 cents, and it is our desire that the charge be raised accordingly.

Mr. Adsit: That agreement was made by the General Superintendents at Chicago, and was for through shipments.

President: I believe that Mr. Palmer has been misinformed in this matter, and that this Association has nothing to do with it. About six years ago, I think, there was some sort of an agreement made and put into effect here whereby all of the railroads in Kansas City billed against the roads to which they delivered cars for shipment. The C. B. & Q. required a statement from the Local Office every month of billing covering all cars of grain delivered to connecting lines, whether for shipment or on through billing. This statement showed the number of doors put in at the loading station. From this was made up bills by the Freight Claim Agent. After a while, we were told to discontinue making these statements, as they had been unable to get a single one of the bills paid.

Mr. Sharp: That was on a revenue basis, and was an agreement between the General Superintendents, and not in this Association.

Mr. Rider: I move that the Secretary look the records up before answering Mr. Palmer's letter.

Mr. Adsit: I second the motion.

Carried.

### **Reports of Committees.**

#### **Pneumatic Tube System.**

Mr. Sharp: I have been unable to get engineers to work on the plans yet. I think we should wait until we see what the Union Depot people are going to do. We will certainly want connection with the new Union Depot.

President: Do you think it is necessary to keep the Committee in existence?

Mr. Sharp: I think it should be kept alive.

President: If there are no objections, the Committee on the question of Pneumatic Tube System will continue.

#### **Revision of Rules.**

Mr. Sharp: I will have to ask that the Committee on Revision of Rules be given further time.

President: If there are no objections, that will be done.

#### **New Business.**

#### **Election of Vice-President.**

President: The next thing in order is the election of a Vice-President to succeed Mr. Doyle.

Mr. Adsit: I move that Mr. Saunders, of the Rock Island, be chosen to succeed Mr. Doyle as Vice-President.

Motion seconded, put to vote and carried.

#### **Board of Trade Inspection of Grain.**

Mr. Sharp: The Board of Trade are causing us a good deal of trouble by going into the yard and making inspection of grain, in addition to the State Inspection. Outside of the trouble, there is the question of personal injury and the matter of breaking seals without taking any record. I speak of the matter, that you may all see if you have anything of this kind going on in your yard. I have had the matter up with them, and asked that they keep a record of seals broken and applied, and give us an Employers' Liability Bond covering personal injury. We thought we had the thing through, when they came to us and said that, inasmuch as we were the only road that had said anything, they wouldn't do it. We tried

as a liability bond. They went so far as  
to go into our yards to inspect cars  
to or not. I said, "All right; you  
arrest every man we find in our yard,"  
own. They are inspecting cars that come  
ins. They say the Kansas State Inspection is  
they are building up a Board of Trade Inspec-  
tion of their own, which they claim is very much bet-  
ter than the Kansas State Inspection, and the firms pay 25  
cents per car.

President: Have you ever asked for legal advice as to  
liability for personal injury of trespassers?

Mr. Sharp: If you allow a man to cross your yard, a jury  
will render a verdict in favor of the trespasser every time.  
I think if the matter is presented to them by the Association  
as a whole, they will take the desired action, which they  
would not do for one road. I move that the Secretary take  
up the matter of Board of Trade Inspection which is going on  
in the different railroad yards with their Secretary, Mr. Bige-  
low, and request that they keep a complete record of all seals  
broken; all cars resealed and numbers of new seals applied;  
keep their records accessible to inspection at all times; and  
furnish each railroad company, if necessary, an Employers'  
Liability Bond, to protect the railroads against liability in  
case of personal injury.

Mr. Carson: I second the motion.

Carried.

#### **Delivering Bills with Cars.**

Mr. Carson: I would like to bring up the question of de-  
livering cars to connecting lines without bills. Very fre-  
quently we get such cars put into trains, and on account of  
bills not being received, the cars have to be switched out to



hold tracks and delayed indefinitely. We are receiving cars from connections in transfers at 11:30 a. m. and the bills at 4:30 p. m. The cars are sent to the hold tracks, and when we get the bills, it is found that the cars should have gone forward that same day. We should take some concerted action in this matter, and bring about better conditions in that respect. I presume that our employes feel that if they deliver the bills with the cars, and other roads are not doing it, they are getting the best of it. I believe that it is possible to deliver the bills with the cars or ahead of the cars. I would like to know if you do not think it is of sufficient importance to take some positive action.

Mr. Rawlins: The Kansas City Southern, when the matter has been up before, was a stumbling block to the making of such an arrangement, but we are ready now to come in and do it, if the same action is taken by all lines.

Mr. Saunders: When I came here, it was out of the line of my way of doing business. I can not understand it. I do not see any reason why there are not as intelligent men in Kansas City as in any other city, and it is being done at other places. The liability of damage to cars is 500 percent greater. We switch cars five times before they are in position to be forwarded. Cars are going to the repair yard and detain freight that should be in warehouses, but is lying here in Kansas City. It takes ordinary dead freight an average of two days to get through Kansas City Terminals on account of not having bills. I will put forth every effort in my power to make such an arrangement go.

Mr. Adsit: The Milwaukee stands ready to deliver the regular bills with the cars.

Mr. Hutchison: What are you going to do with switch business?

Mr. Carson: I am not referring to switch business, or cars for shipment on which shippers are to furnish billing, but to through business.

Mr. Hutchison: We are making up from nine to fourteen fast trains in four hours every evening, and getting them out within thirty minutes of their time, and we are having very little trouble account not getting the bills. I do not believe the thing is very badly out of joint. If you put your cars away properly, you can get them when you want them. Our yard cleans up every night, and we get billing for everything we have. There is very little left over. Our yard holds about 500 cars, and we are getting 3,000 cars through it in a day right now. It isn't the question of handling the business as you would like to, but the question of getting it out. I do not believe anybody is handling any more fast trains than the Frisco, and we are having no trouble.

Mr. Carson: We are making up a few fast trains and a lot of slow ones. Sometimes a train is delayed thirty minutes setting a car out thirty-five car lengths in, on account of not having billing.

Mr. Sharp: If we can not have the billing in advance of the car, we would just as soon have it an hour or two hours after. It is not particularly desirable to have the billing with the car. You are not getting much advantage by having the billing with the car. We will enter into the arrangement if all the roads do, but it means increased expense, not only in switching, but in station force. You will have to work a revising clerk at night, and it will be much more expensive to handle it that way. If all the railroads go into it, we will go into it.

President: Would a train delayed getting bills delay the work in your yard, Mr. Hutchison?

Mr. Hutchison: Yes, sir. We make up four trains for the M. K. & T., all on the same track. If one is held, the second one is held, as we can not make up the second train until the first is out of the way.

President: Mr. Sharp, how many no-bill cars do you have every morning?

Mr. Sharp: We don't have to exceed ten cars outside of grain for billing from shippers.

Mr. Hutchison: We used to have 75 cars, but now, if there are more than 12, we think there is something very wrong, and we usually find that it is right with our own force.

Mr. Carson: We have not less than 150.

President: The C. B. & Q. have about 45 to 100. But we are talking the time away and not accomplishing anything.

Mr. Saunders: I move that each Superintendent take up the matter of delivering bills with the cars, and present at the next meeting a statement showing the effect it would have on the operation of his plant, and the increased expense, if any. I would suggest that we take a period of ten days and check up the actual figures as to cars delayed for bills and the number of extra moves made.

Mr. Carson: I second the motion.

Carried.

#### **Resolution XIV.**

Mr. Saunders: I would like to ask whether the rule in regard to run-bys at elevators is lived up to. We have presented bills for these run-bys, but the bills have been refused on the basis that there is only one road that claims that they are charging and collecting these bills. There is one road that is charging but not presenting the bills, and the other roads are paying no attention to it. I understand that the road that is charging and collecting is the Santa Fe. The road that is charging but not presenting bills is the Union Pacific. If the rules are not being lived up to, what is the use of having them? I would like to hear from the other lines on this point.

Mr. Carson: I do not know the practice on the Missouri Pacific now. When I was here before, the bills were made and collected.

Mr. Rider: We always collect.

Mr. Sharp: We have always collected the bills, and always will.

Mr. Saunders: I believe the charge is right and fair, and should be made. What I want to find out is, if the Association is living up to its rules.

Mr. Hutchison: This matter was up about a year ago, and we were enforcing this rule at that time. I don't know about it now.

Mr. Adsit: I can not say whether we are or not. I presume we are, though.

### **Interchange Inspection.**

#### **Amending Preamble.**

Secretary: At the meeting October 8th, a resolution was offered to amend the preamble of Interchange Inspection Rules as shown in Book of Rules issued May, 1904, by cutting out the words "freight car equipment" and substituting the word "cars." This resolution was sent out October 22d, asking that the members come to this meeting prepared to vote, or send vote to me by letter before the meeting today. I have letter vote from two lines.

Roll call resulted in six affirmative votes. This not being the required number to carry the resolution, the matter will be held open to complete the vote by letter and announce result at the next meeting.

**Report of Meeting of Standing Committee on Interchange,  
Held November 12, 1906.**

The following were present:

Mr. J. S. Adsit, Superintendent C. M. & St. P. Ry.

Mr. J. P. Cummings, Superintendent C. B. & Q. Ry.

Mr. H. N. Calderwood, G. F. C. D., A. T. & S. F. Ry.

Mr. C. L. Peebles, G. F. C. D., Union Pacific R. R.

Mr. John Forster, Master Mechanic, St. L. & S. F. Ry.

Mr. F. W. Trapnell, Chief Joint Interchange Inspector.

The Chief Interchange Inspector's monthly letter was read and acted upon as follows:

On request of the Committee sample forms for Safety Appliance Set Back card were presented, and the Committee recommends that sample numbered 3 be adopted, and that these cards be furnished by the Association through the Chief Interchange Inspector.

On the report that the number of cars set back for minor safety appliance defects is still increasing, and that the largest numbers are set back by the Union Pacific and the Missouri Pacific, the Committee recommends to the Association that the matter be taken up with these roads, with a view to seeing if it is not possible to make such arrangements that minor defects, such as grab irons bent, lift chains missing or broken, or broken clevises, can be repaired on the connection, and not set the cars back.

Letter from Mr. C. V. Babcock, Secretary of the Southwestern Car Foremen's Association, suggesting that no empty cars be delivered to connecting lines for loading which are under 32½ inches high. The communication was referred to the Association for action.

Report of business handled for the month of October, 1906, was read as follows:

Cars handled.	Oct. '06	Oct. '05.	Inc. or Dec.	Sept. '06.	Inc. or Dec.
Cars handled . . . . .	75597	80426	Dec. 4829	76339	Dec. 742
Cars checked . . . . .	1377	915	Inc. 462	1142	Inc. 235
Defect cards issued.	1360	1081	Inc. 279	1090	Inc. 270
Def. cards canc'l'd..	51	21	Inc. 30	43	Inc. 8
Pcs. cor. handled....	863	575	Inc. 288	998	Dec. 135
Transfer orders is'd.	297	110	Inc. 187	213	Inc. 84
Cars set back ac't					
low couplers . . . . .	117			62	Inc. 55
Cars set back ac't					
high couplers . . . . .	13			9	Inc. 4
Cars set back ac't					
other penalty def..	257			168	Inc. 39
Total set back for def.					
safety appliances..	387			239	Inc. 148

President: You have heard the report of the Standing Committee.

Mr. Carson: I move that the report be accepted.

Mr. Rawlins: I second the motion.

Carried.

President: What will you do with the recommendations?

First, in regard to Defective Safety Appliance Set Back Card. The Committee recommends that sample 3 be adopted.

Mr. Carson: I move that the recommendation be approved in regard to adoption of Uniform Defective Safety Appliance Card, and that sample 3 be accepted.

Motion seconded, put to vote and unanimously carried.

### **Delivering Empty Cars for Loading with Low Couplers.**

President: Mr. Babcock's idea is that a car whose couplers are less than 32½ inches from the rail should not be placed for loading, figuring that the load would bring the

coupler down to less than 31½ inches, and place the penalty on the innocent party.

Mr. Sharp: I move that the letter be filed.

Mr. Hutchison: I second the motion.

Carried.

#### **Setting Back Cars for Minor Safety Appliance Defects.**

President: What will you do with the recommendation of the Committee in regard to taking up with the Union Pacific and the Missouri Pacific the question of setting back cars for minor Safety Appliance Defects?

Mr. Hutchison: I move that the Secretary write the Superintendents of the Union Pacific and the Missouri Pacific in regard to setting back cars for minor Safety Appliance Defects.

Mr. Adsit: I second the motion.

Carried.

#### **Roads Giving Notice of Non-Observance of Certain Rules.**

Resolution No. 35—Local Per Diem Rules, Kansas City Belt Ry.

Resolution No. 36—Embargoing Switching Traffic, A. T. & S. F., C. G. W. and Mo. Pacific.

Resolution No. 21—Car Rental, St. L. & S. F. Ry. (will not surrender car rental to car owner).

Interchange Inspection Agreement, K. C. Belt, K. C. N. W., L. K. & W., Q. O. & K. C. and St. J. & G. I.

There being no further business, the meeting adjourned.

Date of next regular meeting, December 10, 1906.

B. H. GARRIGUES,

Secretary.

J. P. CUMMINGS,

President.

## LOUISVILLE DIVISION

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**Proceedings of Regular Monthly Meeting of the Central Association of Railroad  
Officers, Louisville Division, held at the office of Secretary, 702  
Columbia Building, Louisville, Ky.**

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The Roll-call showed the following representation:

B. & O. S-W. R. R.....Not represented.  
C. & O. Ry.....A. Zimmerman .....Agent.  
C. C. C. & St. L. Ry.....A. Zimmerman .....Agent.  
C. I. & L. Ry.....W. H. Newman.....Supt. Ter.  
C. I. & L. Ry.....B. O'Bannon.....Agent.  
I. C. R. R.....A. H. Egan.....Superintendent.  
K. & I. B. & R. R. Co....W. M. Mitchell.....Manager.  
K. & I. B. & R. R. Co....T. H. Hayden.....T. M.  
L. H. & St. L. Ry.....A. M. McCracken.....Gen. Supt.  
L. & N. R. R.....C. J. Klein.....Supt. Ter.  
P. C. C. & St. L. Ry.....Not represented.  
Southern Ry.....Not represented.

**Visitors:** J. C. Haskell, Atlanta, Ga.; W. A. Moody, Birmingham, Ala.; E. B. Stevenson, Nashville, Tenn.

The minutes of the last meeting were approved as read.



### Testing Track Scales.

There being no report from the Executive Committee on this subject, the Committee was granted further time.

### Interchange of Cars at Louisville.

The Secretary announced the result of the letter ballot issued under date of October 10, which was as follows:

AYE	NO	NOT VOTING
B. & O. S-W. Ry.	L. & N. R. R.	P. C. C. & St. L.
C. & O. Ry.	L. H. & St. L.	I. C.
C. C. C. & St. L.		
C. I. & L.		
Southern.		
K. & I. B. & R. R. Co.		

### Increase in Salary of General Secretary.

The Secretary announced the result of the letter ballot, issued October 9, which was as follows:

AYE	NO	NOT VOTING
B. & O. S-W.	I. C. R. R.	C. & O.
L. & N. R. R.		C. I. & L.
L. H. & St. L.		C. C. C. & St. L.
P. C. C. & St. L.		
K. & I. B. & R. R.		

The proposition was, therefore, declared to be lost.

**Executive Committee to be Composed of Five Instead  
of Eleven Members.**

The Secretary announced the vote of the letter ballot issued October 9, on the above proposition, which was as follows:

AYE	NO	NOT VOTING
P. C. C. & St. L.	I. C.	Southern Ry.
L. & N. R. R.	K. & I.	
C. I. & L.	L. H. & St. L.	
C. & O.		
C. C. C. & St. L.		

The proposition was, therefore, declared to be lost.

**Interchange of Equipment at Kentucky Elevator and Hub.**

The Secretary read the following extract from the proceedings of the meeting of Louisville Local Freight Agents' Association, held October 25, 1906:

"It was moved and seconded, that the matter of interchange of equipment at the Kentucky Elevator and Hub tracks be referred to the Central Association of Railroad Officers, recommending that representatives be appointed to look after the proper interchange and handling of equipment at each place, each road concerned to bear their proportion of the expense on basis of cars handled."

After discussion, the following resolution was adopted:

MOVED, That this subject be referred back to the Local Freight Agents' Association, to be worked up in detail as to cost, etc."

**Observing Labor Day as a Holiday.**

The Secretary submitted the following resolution adopted

in the Louisville Local Freight Agents' Association, at meeting held September 25, 1906:

RESOLVED, That the question be referred to the Central Association of Railroad Officers with the request that they instruct as to whether or not Labor Day in the future be observed as a Holiday without further action being necessary.

It was moved and seconded that Labor Day be observed as a legal Holiday in the future, which motion was adopted.

**Louisville Car Service Association to Have Full Charge of Car Service Matters at Louisville.**

The Secretary submitted the following resolution adopted at a meeting of the Louisville Local Freight Agents' Association, held October 25, 1906:

MOVED, That the Local Freight Agents' Association recommend to the Central Association of Railroad Officers, that the full handling of car service, including the collections, be handled by the Car Service Association.

After discussion it was the sense of the meeting that the above resolution be tabled.

**Joint Messenger Service.**

The Secretary called attention to the increased number of packages now being handled by the Joint Messenger Service, and recommended that a third messenger be put on. It was the sense of the meeting, however, that no change be made.

**Membership on Executive Committee.**

The question of the Louisville Division having a representative on the Executive Committee was brought up and discussed, and it was the sense of the meeting that the Louisville Division should have representation on said Committee. After discussion, it was decided that the subject should be continued until the next meeting, and in the meantime the Secretary to ascertain what the duties of the Executive Committee are.

Adjourned 3:30 p. m.

A. M. McCRACKEN,  
Acting President.

J. C. LOOMIS,  
Secretary.

**DETROIT DIVISION.**

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O. G. Fetter, Secretary,  
Central Association of Railroad Officers,  
Cincinnati, Ohio.

Dear Sir: There was not a quorum of the Detroit Division  
Central Association of Railroad Officers November 9.

Yours truly,  
(Signed) E. S. MAXWELL,  
Secretary.

## DENVER DIVISION.

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Proceedings of the Regular Monthly Meeting, held in Room 19, Union  
Depot, Denver, Colorado, 2 p. m., Thursday, Nov. 8th, 1906.

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Meeting was called to order at 2:00 p. m. with President  
Stenger presiding.

Following was representation:

A. T. & S. F. Ry.....	C. H. Bristol .....	Superintendent.
A. T. & S. F. Ry.....	R. J. Woodward.....	Trainmaster.
C. B. & Q. R. R.....	C. L. Eaton.....	Superintendent.
C. B. & Q. R. R.....	J. F. Vallery.....	General Agent.
C. B. & Q. R. R.....	C. W. Loomis.....	Agent.
Colo. & Sou. Ry.....	A. F. Brewer....	Supt. Car Service.
Colo. Midland Ry.....	J. C. Vining.....	Gen. Supt.
D. & R. G. R. R.....	F. R. Rockwell....	Superintendent.
D. & R. G. R. R.....	Wm. Miller, (1).	
D. & R. G. R. R.....	E. W. Spencer...	Supt. Car Service.
D. & R. G. R. R.....	B. F. Fry.....	G. C. F.
Union Pacific R. R.....	E. Stenger .....	Superintendent.

Union Pacific R. R. . . . . W. C. McKeown . . . . . Asst. Supt.  
C. R. I. & P. Ry. . . . . Not represented.  
Colo. & Wyo. Ry. . . . . Not represented.  
Missouri Pacific Ry. . . . . Not represented.  
D. N-W. & P. Ry. . . . . Not represented.

(1) Asst. Supt. M. P. & C. D.

#### **Reading of the Minutes.**

Chairman: The minutes of the last meeting having been published, and distributed, if there are no objections, they will stand as published.

No objections. So ordered.

#### **Report of Committees.**

Chairman: Under this head we have the Committee on Car Interchange. Will Mr. Brewer, Chairman of this Committee, report?

Mr. Brewer: Several lines have not advised me yet as to their findings in the matter, the principal one being the Burlington. They have not indicated whether they are satisfied with the present method, which is, that the receiving line do the transferring. General Superintendent Parker of the Santa Fe Lines and the Union Pacific also set forth that they are very anxious to have a standard rule adopted which would be the same here as at Omaha and Kansas City. I think, from a personal point of view, that we should put this matter to a vote of the roads interested. Each road should have a representative here and some rule adopted that would apply to the whole territory in this Division.

Chairman: For the information of the members who were absent at the last meeting of this Association I will state that the existing rule is to the effect that bad order cars be transferred when necessary at the expense of the receiving line in order to avoid delay and extra switching. This rule has been in effect universally up to the present time. The Colorado Midland do not like to work under this rule and we have a notice from Mr. Parker, General Superintendent of the Santa Fe, giving formal notice that the A. T. & S. F. Ry. Co. do not agree to longer handle interchange cars under this rule, and he suggests that the following rules be adopted instead:

**DELIVERING LINE WILL PAY COST OF TRANSFER:**

- (1). When transfer is made upon its request.
- (2). When transfer is made account car in bad order when delivered.
- (3). When transfer is made account car to load exceeding clearance of receiving line.
- (4). When transfer is made by reason of cars being overloaded.
- (5). When transfer is made account shifted load.

**RECEIVING LINE WILL PAY COST OF TRANSFER:**

- (1). When it is made to save mileage and per diem on its own rails.

Mr. Eaton: If we do not specify the kind of loads we are going to accept from a connection in regards to repairs we are going to get in deep water, and there is considerable difference in opinion as to what would be suitable to place on the transfer and we will continue to have the same trouble we had before the present arrangement was made. We make more transfers and do more repairing than any other line, and I certainly am not in favor of this new arrangement. In fact I am not quite satisfied that the present method is the best way to handle this matter. If we are going to inspect cars from trans-



fers for defects further than safety appliance defects we should receive both loaded and empty cars.

Mr. Bristol: The present plan has been the ruination of the car repairing business in Denver. They are throwing off everything possible. I have a car in Colorado Springs today loaded with furniture which will have to be transferred. It was received by the C. & S. from the Burlington with broken sills. They are old defects and the car was refused by the Inspector of the Colorado Midland. We cannot do anything short of employing a first-class packer and will then have considerable damage to pay. Cars in this condition cannot be handled over mountain roads.

Mr. Eaton: We get more cars from connections than we deliver for the reason that we get coal from the C. & S. and D. & R. G. As we furnish a large proportion of the equipment, about 75 percent, we have to send all empties over the transfer in first-class condition and when these come back loaded with defects other than safety appliance defects we get the worst of it. We are willing to go in on any arrangement that is fair. We accept cars that are defective outside of safety appliance defects and should take both loaded and empty cars.

Mr. Vining: The old arrangement is in accordance with M. C. B. rules and the inspectors work under those rules.

Mr. Rockwell: Has this rule been in force the last two years?

Mr. Vining: Yes.

Mr. Vallery: Who is going to determine if a car is in good condition?

Mr. Vining: The Joint Inspector.

Mr. Eaton: We try to deliver cars in good condition and have very few turned back to us on account of being bad order.

Mr. Vining: As I understand it the Joint Inspector has ab-

solute power to receive or reject all or any cars that go on the transfers.

Mr. Eaton: I think we are paying too much for joint inspection. Do not think it is necessary to have joint inspectors in Denver. Our Inspectors pass cars as O. K. and the Joint Inspector turns them down. I do not think it is necessary to have anyone here to re-inspect the cars after they are inspected by each road. It is an expense that all the roads are having now, I believe, and it could be cut out.

Mr. Bristol: That is not our trouble.

Mr. Vining: I think myself that the expense could be cut down somewhat. I think we are paying too much for joint inspection. It simply means two inspections and it is just what is interfering with the handling of the transfers. It is an expensive proposition. But what would we do without the Joint Inspectors?

Mr. Eaton: Have an arbitrator. He would say when cars should or should not be set to transfers.

Mr. Rockwell: I do not think you could do business without the Joint Inspectors. It makes all the roads more careful. I know from my own experience that it has made us more careful. We have had to transfer some cars of red ore received from the B. & M. which is quite difficult. These same cars have been returned to the mines and come back under load with the same defect.

Mr. Stenger: The position of the Union Pacific is the same as the Burlington. We like the present rule better than the one proposed.

Mr. Rockwell: The Santa Fe have served notice that they will not be bound by the old rule.

Mr. Bristol: They will give the matter time for full discussion and continue on the old plan until a new one is decided upon.

Mr. Vining: It seems to me that the rule proposed would be the old rule. The rule we are now working under is the new one, and we simply want to go back to the old system.

Mr. Brewer: I understand this rule is in use by the D. & R. G. at Salt Lake City and is in general use throughout the West.

Mr. Stenger: You gentlemen are more familiar with this subject than I, so I would like to ask a few questions. Rule No. 1 "Delivering line will pay cost of transfer when transfer is made at its request." Now then does the line delivering the car request the receiver to transfer the car and they (the delivering road) pay for it.

Mr. Vining: When we deliver a car to a transfer we pay for it. The receiving line bill on us.

Mr. Stenger: Is there a schedule on this charge?

Mr. Vining: I think there is a schedule on this in Kansas City.

Mr. Stenger: This does not prevent the delivering line from asking the receiving line for an empty and doing the transferring itself.

Mr. Stenger: Take Rule No. 3 for instance: "Delivering line will pay cost of transfer when made account car to load exceeding clearance of receiving line." That car might have been loaded in New York City. Why should the delivering line stand for that transfer rather than the receiving line?

Mr. Brewer: If the Union Pacific receives a car from its connections on the Missouri River which exceeds the clearance of the line to which they are to deliver this car it is their fault for accepting the car.

Mr. Stenger: Then the Union Pacific must know the clearance of every line in the country?

Mr. Brewer: Yes sir.

Mr. Stenger: How about when car is transferred account being overloaded?

Mr. Brewer: The general rule covers, cars must not be loaded more than 10 percent above marked capacity. Of course the size of the journal might make some difference.

Mr. Stenger: How about when the transfer is made account of shifted load?

Mr. Brewer: Just about the same proposition.

Mr. Vining: As I understand it the last two rules are intended to be at the option of the receiving line.

Mr. Bristol: I think there are certain modifications. If the receiving line wants the business let them do the transferring.

Mr. Stenger: Am I to understand by your modifications that you can suspend these rules by agreement at any time and take the car in order to get the business.

Mr. Bristol: That is at the option of the Company. They can take the car in dispute and transfer it if they desire the business.

Mr. Vallery: If the car was specifically routed it might make some difference.

Mr. Stenger: The trouble of shifted and overloaded cars could be settled on the basis of M. C. B. rules.

Mr. Bristol: Mr. Chairman I make a motion that we take a vote and see how the roads at present stand on the subject, not for final action, more for our information.

Seconded.

Chairman: It has been moved and seconded that a vote be taken on this matter in order to get an expression of opinion. All those in favor of changing the Interchange Rules covering the interchange of cars in accordance with the request of the Santa Fe will vote Aye, and those in favor of retaining the present rule No.

Result of vote—

Yes: A. T. & S. F.; Colo. Midland; D. & R. G. Total 3.

No: C. B. & Q.; Colo. & Sou.; U. P. R. R. Total 3.

Mr. Brewer: Personally I am in favor of the rule suggested by Mr. Parker rather than going back to the old one, but think it might be well to withhold action as the American Railroad Association now has this matter under advisement and until it is uniform all through the country west of the Mississippi River, I do not think we should change. A majority of the lines east of here are following the present plan of the receiving line being responsible. East of Chicago the delivering line is responsible.

Mr. Miller: I am in favor of the delivering line being responsible for shifted loads and overloads, but it is going to detain traffic more than ever.

Mr. Eaton: As I stated before, I think this joint inspection costs considerable. In addition, we have got to have our own inspectors to know positively that cars have safety appliances, etc. If we deliver a car to the U. P. without safety appliances, they will not touch it, and the car will simply have to be pulled back.

Mr. Stenger: Other roads do the same.

Mr. Eaton: No, they would set it back on the transfer to us.

Mr. Stenger: You do not move cars marked "Do not Handle."

Mr. Eaton: Yes, sir; in order, only, to get cars behind them.

Mr. Brewer: If you handle these cars you will get in trouble, sure. I think Mr. Eaton will find that the roads in Denver will not move cars marked "Do not Handle." Even though a transfer was blocked, it would not be wise to move them.

Mr. Eaton: The general practice has been to switch that car out and set it back in order to avoid any delays. We might go up to pull a cut of 40 or 50 cars on your transfer, and probably the first or second car is marked "Do not Handle," and there are some important loads that we desire for an outgoing train which is waiting in our yard. It seems to be nonsense, to me, to go back and leave all the cars on the transfer.

Mr. Brewer: If you touch such a car, and one of your men gets hurt, you are responsible.

Mr. Eaton: That is going to result in more inspection of cars before setting them on transfers, and if we have to go into this rigid inspection, what is the use of a general inspector?

Mr. Stenger: We inspect our cars before setting them on the transfers, then the Joint Inspector looks them over, and we have a repair gang following him up, and they make all further necessary repairs. I do not think you will have to leave a cut of our cars on transfer account of "Do not Handle" cars. We find this to be the cheapest and best method.

Mr. Vining: At Colorado Springs we have no Joint Inspector, and a majority of the loads are hauled a distance of three miles, and then a large percent of them are set back because the receiving line notices certain defects that the delivering line did not notice.

Mr. Rockwell: What rule have they at Ogden?

Mr. Brewer: Delivering line takes the responsibility.

Mr. Rockwell: I think we should take up for consideration the question of refusing to handle or touch any car placed on transfers when carded "Do not Handle" at some future meeting.

Mr. Eaton: In order to dispose of this matter, I move that the Committee which now has the matter in hand find out, from whatever source they can, what roads are now op-

erating this proposed plan, and report at our next meeting, at which time possibly we can settle this question finally. I believe in the meantime it might be well for this Committee to write to all the members of this Association, giving them an idea as to what is being done, so that the members of this Association can present the matter to their management, in order that when we meet again we will all be in a position to speak definitely for the roads which we represent.

Seconded and carried.

Chairman: Any further reports from Committees?

Secretary: We have a Committee on Grain Doors.

Chairman: I would ask Mr. Rockwell if he will assume the duties of the Chairman of this Committee?

Mr. Rockwell: What is this Committee?

Chairman: It is the question of taking care of the grain doors used in making shipments of grain. We have a good many cars of grain from Nebraska and Kansas points which we deliver to your line, and we always deliver the grain doors with the cars to connections, but never get the grain doors back. If you will take the Chairmanship of this Committee, we would be glad to have you do so, and make a report at the next meeting as to the proper disposition of grain doors—if they should be paid for or returned to line owning them. We paid \$50,000 for grain doors last year, and never got one of them back.

Mr. Hill: The grain dealers sell the doors by the wagon-load.

Mr. Stenger: Yes; we buy them back.

Mr. Eaton: So do we.

Mr. Vallery: As long as the D. & R. G., C. & S., and Colo. Midland will not pay us for these doors, the best thing to do is to bill them as advance charges, and then let the General Managers fight it out.

The Burlington and Union Pacific are the  
in door proposition, as we deliver the  
grain doors back.

Consignee of the grain generally gets

What does the D. & R. G. do with its coal

Rockwell: We pay for the lumber and the coal com-  
s pay for the making of the doors. We try to always  
have them shipped back to the mines and used again.

Chairman: If there is no objection, we will pass the grain  
door question over until the next meeting, at which time Mr.  
Rockwell will report.

Chairman: Any more Committees to report?

Secretary: The Committee on Safety Appliance Act.

Mr. Stenger: We have not yet heard from the Interstate  
Commerce Commission.

Chairman: Any further business?

Mr. Eaton: In line with the notice given at the last  
meeting, I move that the last paragraph of Article 3 of  
our Constitution be changed to read as follows, viz.: The  
roads, members of this Association, may be represented at  
the meetings by General Superintendents, Superintendents, As-  
sistant Superintendents, Superintendents of Transportation,  
Car Service Agents, Car Service Superintendents, General  
Agents, Superintendents of Machinery, Master Mechanics and  
Trainmasters, or their representatives.

Seconded and carried.

#### Reading of Correspondence.

None.



**New Business.**

Mr. Rockwell: I will again say that I think we should take up for consideration the question of refusing to touch any car placed on transfers when carded "Do not Handle."

Mr. Stenger: Yes, this is a matter that should be taken up further at some future meeting. It is only a question of a short time until the Interstate Commerce Commission will take this matter up, and I think we had better get the thing settled right before they get it and make us do something that will not suit us at all. It would be quite expensive. If we get this started to day we can have it up again at our next meeting. It might be well for the Secretary to call the attention of the various lines to the questions that will be brought up at that time.

Mr. Rockwell: Some day we will get into trouble. The Government is pretty fair, and generally gives us plenty of warning; but I think it wise to take this matter up soon.

After considerable informal discussion on this subject, it was decided to take the matter of "Do not Handle" cars up at the next meeting.

Meeting adjourned.

E. E. HILL,  
Secretary.

E. STENGER,  
President.

## OMAHA DIVISION.

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Omaha, Neb., November 22, 1906.

At meeting of the Central Association of Railroad Officers, Omaha Division, held in this city on November 21, 1906, following was the representation:

B. & M. R. R.....Not represented.  
C. B. & Q. R. R.....Not represented.  
C. & N-W. Ry.....Not represented.  
C. G. W. Ry.....Not represented.  
C. M. & St. P. Ry.....Not represented.  
C. St. P. M. & O. Ry.... F. E. Nicoles.....Supt.  
C. R. I. & P. Ry.....C. L. Brown.....Supt.  
I. C. R. R.....F. M. Jones.....Supt.  
M. P. Ry.....J. Russell.....Supt.  
U. S. Y. Co.....J. H. Brady.....Supt.  
U. P. R. R. Co.....Not represented.  
Wabash R. R. Co.....M. G. Carter.....Trainmaster.

Visitors: Mr. Murphy, Agent, Wabash R. R., Council Bluffs; C. A. Menefee, Trainmaster, I. C. R. R., Council Bluffs.

Meeting called to order by President Nicoles.

Mr. Nicoles: If there are no objections, the minutes of

the last meeting will stand approved as distributed. So ordered.

### **Reading Communications.**

Secretary read letter from Mr. O. Cornelisen, Supt. C. G. W. Ry., explaining his inability to be present at today's meeting; also telegram from Mr. Foster, Supt., C. M. & St. P. Ry., to the same effect.

Copy of Mr. F. M. Jones' letter, addressed to Supt. Brady, of Union Stock Yards Company, with relation to packing house products left at South Omaha, account not being delivered by 8:00 p. m., was read and ordered placed on file.

The Secretary read the following letter from Mr. Richard Doyle. Upon motion his resignation was accepted:

Moberly, Mo., October 31, 1906.  
The Wabash R. R. Co.  
Personal.

Mr. J. R. Dewar,  
Secy., C. A. R. R. O., Omaha.

Dear Sir:—In severing my connection with the Wabash, it will, of course, sever my connection with the Omaha Division of the Central Association. I wish to thank yourself and the members of the Division very kindly for the many courtesies shown me, and trust that my successor will be received with the same kindness which was always shown me.

Yours very truly,  
(Signed) RICHARD DOYLE.

### **Joint Car Inspection.**

Mr. Jones: I move that this matter be held over until our next meeting, on account of the slim attendance here today.

Mr. Brown: I second the motion. Carried.

### **Unfinished Business.**

The question of cutting down the time for the acceptance of shipping orders from live stock commission men at South Omaha for outbound shipments received some further discussion, and, upon motion, duly seconded and carried, a Committee of five, consisting of the representatives of the Union Pacific, Milwaukee, Rock Island, Great Western and Union Stock Yards Companies, was appointed to look into the matter of betterment of conditions at South Omaha, such as facilitating the movement of trains out of that point, the naming of some specified time for the acceptance of live stock from the Stock Yards Company, similar to the arrangement in effect with the packing houses, etc., etc. Mr. Brady was named as Chairman of the Committee, and is to call the gentlemen together at an early date so that report may be made at our next session.

### **Proposed Rules.**

Upon motion the proposed rules which were adopted clause by clause at Sept. 19th meeting, and referred by members to their Traffic representatives, will be taken up at our December meeting with the view of adopting them as a whole or their rejection. Secretary was directed to notify all members to come prepared to act on them upon the 19th of December, 1906, without fail.

### **Packing House Products.**

Upon motion of Mr. F. M. Jones, Supt., I. C. R. R., seconded by Mr. Russell, Supt., M. P. Ry., the following change was made in resolution adopted a year ago:

That the time agreed upon between the Packers' representatives and members of this Association for

the acceptance of Packing House Products be extended until 8:15 p. m.

Bill of the Central Association amounting to \$117.50, our proportion \$10.65, was approved for payment.

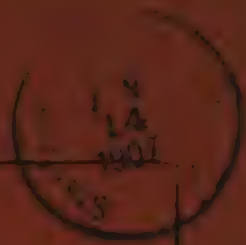
Upon motion, adjourned until Dec. 19, 1906, at 2:00 p. m.

J. R. DEWAR.

Secretary.







Central Association  
of  
**Railroad Officers**  
**Proceedings.**

December.

Cincinnati Division.	Peoria Division.
Indianapolis Division.	St. Louis Division.
Columbus Division.	Kansas City Division.
Toledo Division.	Louisville Division.
Denver Division.	Detroit Division.
Omaha Division.	



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18  
1907

Central Association  
of  
**Railroad Officers**  
**Proceedings.**

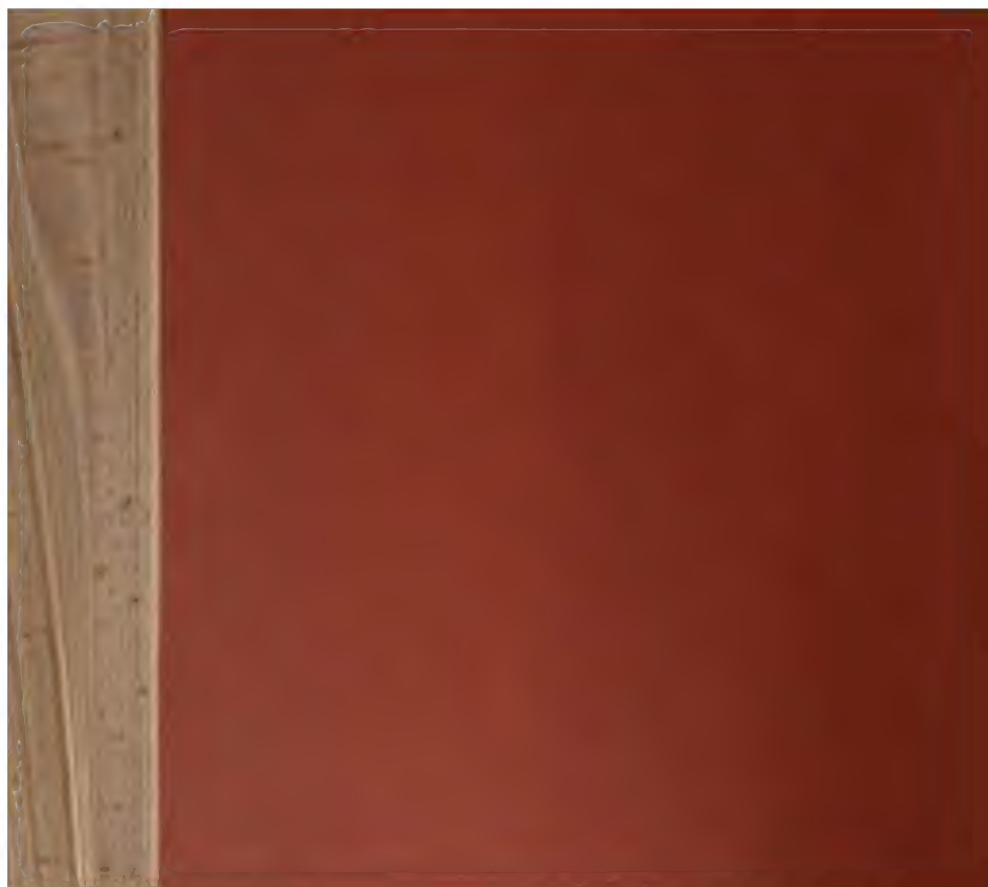
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Cincinnati Division.	Peoria Division.
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Columbus Division.	Kansas City Division.
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Omaha Division.	



1906.

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CENTRAL ASSOCIATION  
... OF ...  
RAILROAD OFFICERS  
PROCEEDINGS.

DECEMBER.

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1114	PEORIA DIVISION . . . . .	Dec. 11th.
1124	ST. LOUIS DIVISION . . . . .	Dec. 14th.
1140	KANSAS CITY DIVISION . . . . .	Dec. 10th.
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1906.

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Officers of the Central Association of Railroad Officers and Its Various Divisions

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E. E. HILL.....	"	Denver "
J. R. DEWAR.....	"	Omaha "

## CINCINNATI DIVISION.

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The Regular Monthly Meeting of the Central Association of Railroad Officers,  
Cincinnati Division, was held in Room 10, Carew Building,  
Cincinnati, Ohio, Tuesday, Dec. 11th, 1906.

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The representation was as follows:

B. & O. S-W. R. R.....	J. C. Hagerty .....	Supt.
C. C. C. & St. L. Ry.....	J. R. Cavanagh (1) .	Sup. Car Service
C. H. & D. Ry.....	J. A. Sweeney .....	Supt.
C. H. & D. Ry.....	G. H. Waldo.....	Supt. Car Service.
C. & O. Ry.....	E. P. Goodwin.....	Supt.
C. N. R. R.....	W. T. Backus .....	Supt.
N. & W. Ry.....	Not represented.	
C. & M. V. Ry.....	Paul Jones .....	Supt.
C. N. O. & T. P. Ry.....	J. H. Murphy .....	M. M.
L. & N. R. R.....	Brent Arnold .....	Supt.
L. & N. R. R.....	Wm. Adair .....	D. M. M.
L. & E. R. R.....	Not represented.	
P. C. C. & St. L. Ry.....	R. C. Barnard .....	Supt.
P. C. C. & St. L. Ry.....	D. J. Durrell .....	Gen. Foreman.

(1) Mr. E. P. Beerbower, Mr. Wm. Davis, and Mr. J. T. Creaham.

**Intermediate Reclaims Between Connecting Lines and the A.  
& O. R. and I. & M. V.**

The Secretary stated that this matter was submitted to a Special Committee but as yet he had not received a report from the Chairman, Mr. J. R. Cavanagh.

It was stated that the Committee had held a meeting, and a written report was mailed to the Secretary. The Secretary not having received the report was

**Resolved,** That the matter be laid over until the next meeting, awaiting the report of the Committee.

Seconded and carried.

**Increase of Salary of Chief Joint Car Inspector and Clerk and  
Addition of One Assistant Inspector.**

The Secretary read the following letter from the Chief Joint Car Inspector together with the following recommendation of the Standing Committee on Joint Car Inspection, "move that the communication from the Chief Joint Car Inspector be received and referred to the Central Association of Railroad Officers, Cincinnati Division, with the recommendation that the same have favorable consideration."

The work and responsibility of this office has increased to such a great extent that I would ask you to bring the matter before the Association, asking for an increase in my salary of \$25.00 per month, and that of my stenographer and clerk for \$10.00 per month.

I ask this, not only on account of the increase in the work, but also on account of the increase in the expense of living, and feel that we are entitled to this extra compensation.

There has been a great deal of complaint on account of each yard not being visited every day, and in order to cover the territory we have now, I consider

it extremely necessary to have an additional Assistant Joint Inspector.

Trusting you will bring these matters before the Association, I remain."

**Mr. Hagerty:** I move that the additional Inspector at \$85.00 per month be allowed, that Mr. Boutet's salary be increased from \$125.00 to \$150.00, and the stenographer and clerk be increased from \$60.00 to \$70.00 per month.

Seconded by Mr. Barnard, and carried.

#### **Increase of Salary of Car Service Force.**

The Secretary stated that owing to the fact that a great many of the railroads have advanced the salary of their forces, and owing to the advanced cost of living, he would be glad if the Association could consistently give him authority to increase the salary of his force 10 per cent. After a short discussion Mr. Barnard moved that the matter of increasing the salary of the Car Service force 10 per cent. be referred to the Standing Committee on Car Service, with authority to act, and if same meets with the approval of said Committee, same take effect January 1, 1907.

Seconded by Mr. Hagerty, and carried.

#### **Admission of Ivorydale & Millcreek Valley Railway Company.**

The Secretary read the following letter from the Standing Committee on Joint Car Inspection:

At a meeting of the Standing Committee on Joint Car Inspection, the matter of a request from the Ivorydale & Millcreek Valley Ry. to become a member of Joint Car Inspection, was taken up, and it was

**Resolved,** That the Standing Committee on Joint Car Inspection recommend to the Central Association



of Railroad Officers, Cincinnati Division, that the Ivorydale & Millcreek Valley Ry. be admitted to membership in the Joint Car Inspection agreement.

Mr. Hagerty: I move that the Ivorydale & Millcreek Valley Railway Company be admitted to membership in Joint Car Inspection on an arbitrary charge of \$15.00 per month.

Seconded by Mr. Barnard, and carried.

**Prohibiting the Placing of Signs, Cards, or Other Means of Advertising on Freight Cars.**

The Secretary read the following letter from Mr. M. S. Connors, General Superintendent of the Hocking Valley Railway Company, dated December 7th:

At a meeting of the Central Freight Association held on the 14th and 15th ults., the following resolution was adopted:

**Recommended,** That Central Freight Association roads concur in and second every effort made to prevent the placing of signs, cards, or other means of advertising on freight cars; and furthermore, urge upon their companies and connections the enforcement of the rule prohibiting it on the part of all interested.

I would like to bring the subject matter of the resolution above quoted before the several Divisions of Central Association of Railroad Officers to know if uniform action can be brought about looking toward the rigid enforcement of the rule eliminating posters of all kinds from freight cars as approved by the American Railway Association. Will you be good enough to advise me if you will take charge of the matter and place it before the various Divisions of Central Association Railroad Officers, that the matter may be made a subject for consideration at their next meeting?

Mr. Barnard: I move that the letter from Mr. Connors be mimeographed, and a copy of same mailed to each member of this Association with the request that they take it up with their people and come to the next meeting prepared to take action.

Seconded by Mr. Arnold, and carried.

#### **Abrogation of Rule Making a Charge for Switching a Car in Error.**

The subject of abrogating the rule of making a charge for switching a car in error was taken up and discussed very thoroughly. The roll was called on the abrogation of the rule and all the roads voted in favor of its abrogation, except the B. & O. S-W. R. R. Superintendent Hagerty, the representative of that line, was requested by the other members of the Association present to take the question up with his people to see if they cannot see their way clear to its abrogation with the other lines.

#### **Accepting Chamber of Commerce Weights.**

It developed that there are a few firms who are members of the Cincinnati Chamber of Commerce who are not settling with the railroads on certificates of weights from the Weighing Bureau of the Chamber of Commerce.

It was moved and carried "that the Central Association of Railroad Officers, Cincinnati Division, recommend to the Board of Directors of the Cincinnati Chamber of Commerce, that they take the question of having all members of the Cincinnati Chamber of Commerce, dealing in grain and hay, become a member of the Weighing Bureau of the Chamber of Commerce and furnish official Chamber of Commerce certificates of weights."

No further persons appearing, the meeting adjourned at 12:30 p. m.

E. P. GOODWIN,  
President.

O. G. FETTER,  
Secretary.

**Proceedings of the Standing Committee on Joint Car Inspection.**

A meeting of the Standing Committee on Joint Car Inspection was held at the office of the Secretary, Room 10, Carew Building, Cincinnati, September 11, 1906.

The meeting was called to order by Mr. Lawler, Chairman, at 10:00 a. m., with the following representation:

C. C. C. & St. L. Ry.....	F. J. D. M. M.
L. & N. R. R.....	Wm. A. D. M. M.
C. H. & D. Ry.....	T. A. Sweeney Supt.
C. N. O. & T. P. Ry.....	J. H. Murphy M. M.
P. C. C. & St. L. Ry.....	D. J. Durrell Gen. Foreman.

**Admission of Ivorydale & Millcreek Valley Railway Co.**

At a meeting of the Standing Committee on Joint Car Inspection the request of the Ivorydale & Millcreek Valley Railway Co. to become a member of Joint Car Inspection at Cincinnati, at a fixed expense of \$15.00 per month was taken up, and it was

Resolved. That the Standing Committee on Joint Car Inspection of the Central Association of Railroad Offi-

Railway Co. be admitted to membership in the Joint Car Inspection agreement at a fixed expense of \$15.00 per month.

Seconded and carried.

**Increase of Salary of Chief Joint Car Inspector and Clerk and  
Addition of One Assistant Inspector.**

The Secretary read the following letter from Chief Joint Car Inspector Boutet:

The work and responsibility of this office has increased to such a great extent that I would ask you to bring the matter before the Association, asking for an increase in my salary of \$25.00 per month, and that of my stenographer and clerk for \$10.00 per month.

I ask this not only on account of the increase in the work, but also on account of the increase in the expense of living, and feel that we are entitled to this extra compensation.

There has been a great deal of complaint on account of each yard not being visited every day, and, in order to cover the territory we have now, I consider it extremely necessary to have an additional Assistant Joint Inspector.

Trusting you will bring these matters before the Association, I remain.

**Resolved,** That the communication from the Chief Joint Car Inspector be received and referred to the Central Association of Railroad Officers, Cincinnati Division, with the recommendation that the same have favorable consideration.

Seconded and carried.

F. M. LAWLER,  
Chairman.

O. G. FETTER,  
Secretary.

## CINCINNATI DIVISION.

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A special meeting of the Central Association of Railroad Officers, Cincinnati Division, was called at the office of the Secretary, Monday, December 17, at 10:00 a. m. to consider the question of abrogating the charge for one-way haul on cars switched in error. The Superintendents were requested to bring with them their Traffic Officials.

The representation was as follows:

B. & O. S-W. R. R.....	J. ....	erty.....	Superintendent.
B. & O. S-W. R. R.....	S. ....	ughlin....	Gen. Frt. Agt.
C. C. C. & St. L. Ry.....	N. ....	resented.	
C. H. & D. Ry.....	.....	eeney.....	Superintendent.
C. H. & D. Ry.....	H. ....	Bois.....	Div. Frt. Agt.
C. & O. Ry.....	E. P. Goodwin.....		Superintendent.
C. N. R. R.....			Not represented.
N. & W. R. R.....			Not represented.
C. & M. V. Ry.....			Not represented.
L. & N. R. R.....	Brent Arnold....	Supt. and G. F. A.	
C. N. O. & T. P. Ry.....	F. D. Claggett....	Chief Rate Clerk.	
P. C. C. & St. L. Ry.....	R. C. Barnard.....	Superintendent.	
P. C. C. & St. L. Ry.....	S. C. Matthews.....	D. F. A.	
I. & E. Ry.....			Not represented.
C. C. & L. Ry.....			Not represented.

The President stated that at the last meeting the rule making a charge on cars switched in error was brought up for discussion, and it developed that all the roads were willing to abrogate the rule except the B. & O. S-W. R. R. The repre-

representative of the B. & O. S-W. was requested to take the matter up with his superior officers to see if they could not consistently see their way clear to abrogate the rule which would make the action unanimous; that the representative of the B. & O. S-W. R. R. had done this, and the special meeting was called to further consider the abrogation of said rule.

After a full discussion, Mr. McLaughlin stated that he had no objection to its abrogation, whereupon it was moved by Mr. Arnold and seconded by Mr. Barnard, "That our Secretary advise the Cincinnati Freight Committee that it is the sense of the Central Association of Railroad Officers that no charge between railroads for the account of railroads should be made for cars switched in error and ask the Committee to abrogate the rule requiring such a charge, same to become effective January 1, 1907."

Meeting duly adjourned.

E. P. GOODWIN,  
President.

O. G. FETTER,  
Secretary.

## INDIANAPOLIS DIVISION.

The Regular Annual Meeting of the Indianapolis Division of the Central Association of Railroad Officers was held at the Indianapolis Union Station, at 6 o'clock P. M., Monday, November 3d, 1906.

Meeting called to order by J. E. Merion, the following named lines being represented:

C. C. C. & St. L. Ry. . . . J. R. Cavanagh (1). Supt. Car Service.  
P. & E. R. R. . . . . J. R. Cavanagh (2). Supt. Car Service.  
Vandalia R. R. . . . . J. W. Coneys. . . . . Superintendent.  
P. C. C. & St. L. Ry. . . J. W. Coneys. . . . . Superintendent.  
I. U. Ry. . . . . A. A. Zion. . . . . Superintendent.  
I. U. Ry. . . . . J. E. Merion. . . . . Auditor.  
L. E. & W. Ry. . . . . M. P. Deniston. . . . . Superintendent.  
C. I. & L. Ry. . . . . A. J. O'Reilly. . . . . General Agent.  
C. H. & D. R. R. . . . . J. M. Scott. . . . . Superintendent.  
I. S. Ry. . . . . Not represented.

(1) Represented by J. F. Ward, Car Accountant, and (2) G. H. Mueller, Car Accountant.

The minutes of the previous meeting were approved.

**Unfinished Business.**

Best method of signaling in yards, etc. Mr. C. M. Rhodes, Chairman of the Special Committee, not being ready to report, an extension of time was allowed.

**Reading of Correspondence.**

The Secretary read the following communications:

Cincinnati, O., November 19, 1906.

Mr. G. B. Staats, Secretary,  
Indianapolis Division,  
Indianapolis.

Dear Sir: I hand you herewith copy of a report of a Special Committee appointed some time ago to report on the advisability of abrogating Rule 7 of the Switching Reclaim Rules. At a meeting of the Cincinnati Division held November 14, this report was unanimously adopted, and as per the instructions of the last paragraph of the report. I send you this copy and would ask you to take the same up with your Division, with a view of having your Division adopt the same and thus protect the uniformity of the Switching Reclaim Rules.

Yours very truly,

(Signed) O. G. Fetter.  
Secretary.

Cincinnati, O., October 27, 1906.

To the Central Association of Railroad Officers,  
Cincinnati Division.

Gentlemen: At a meeting of the Cincinnati Division held April 10, 1906, the undersigned were appointed a Committee to consider a claim made by some of the members that Rule 7 of the Switching Reclaim Rules does not work to the best interest of all concerned, and to make a report after investigation with their recommendation to the Association.



Your Committee, having carefully considered the matter, respectfully recommend that Rule 7 shall not be abrogated for the following reasons:

1. The theory upon which all kinds of reclaims rest is that the road responsible for the detention of cars shall pay the per diem accruing by reason of such detention.

2. Rule 7 was adopted to eliminate unnecessary cross-switching and the consequent delay to the car and at the same time provide for the payment of per diem accruing by the delivering road while car is detained on the track of the receiving road whenever responsibility rests upon the delivering road.

This rule facilitates the movement of the car and therefore its further movement because it limits the amount of per diem that may be reclaimed by the receiving road against the delivering road, which in the absence of such a rule would be unlimited.

3. It may be held that the application of this rule involves annoyance and excessive clerical work but this may be truly said of any other of our reclamation rules and is not a sufficient reason why the rule should be abrogated. On the other hand if we are to be influenced by such consideration the interest of our respective roads could not be conserved because per diem would be frequently assumed by a road that was not responsible which would clearly be inequitable.

4. The Cincinnati Switching Reclaim Rules are the same as those adopted and now in force at every terminal and junction station within a territory extending from Chicago to Pittsburg, and from the Ohio River to the Lakes. Their adoption over such a large territory was accomplished after much hard labor and very full discussion. It is deemed unwise, therefore, in view of the fact that throughout that territory no proposition has been made looking to the abrogation of a single one of these rules, that Cincinnati should take the initiative in abrogating one of them, which would tend to the abrogation of others and thereby destroy uniformity which is so desirable in our per diem operations.

5. However, it is recommended by your Committee that because the per diem rate is now 25 cents, the limit of time as set forth in Rule 7, shall be changed to read three days so as to make the calculation even money; this to take effect November 1, 1906.

It is further recommended, that in event this report is adopted the Secretary shall advise the Columbus, Toledo and Indianapolis Associations of this action with the suggestion that they shall take similar action.

Respectfully submitted,  
W. T. Wolff, Chairman,  
G. H. Waldo,  
E. C. Tomlinson,  
Committee.

It was the unanimous opinion that Rule No. 7 should not be abrogated; on the contrary this rule has been giving universal satisfaction so far as the Indianapolis Division is concerned. However, there were no objections to the proposed change in the limit from 2½ to 3 days.

On motion of Mr. O'Reilly, seconded by Mr. Ward, this modification in Rule No. 7 was ordered, to become effective December 1, 1906.

#### **New Business.**

On motion the following named gentlemen were elected members of this Division:

J. W. Coneys—Superintendent, Penna-Vandalia Lines.  
B. A. Scofield—Trainmaster, Vincs. Div., Vandalia R. R.  
J. B. Sucece—General Superintendent, C. I. & L. Ry.

**Election of Officers.**

The following nominations were made:

President—Mr. J. M. Scott.

Vice-President—Mr. J. W. Coneys.

Secretary-Treasurer—Mr. G. B. Staats.

On motion the foregoing were unanimously elected to serve during the ensuing year.

Meeting adjourned.

J. E. MERION,

President.

G. B. STAATS,

Secretary.

## COLUMBUS DIVISION.

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**Regular Monthly Meeting Central Association of Railroad Officers, Columbus  
Division, held in Room 308, Union Station, Columbus, Ohio,  
December 12th 1906.**

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Meeting was called to order at 1:40 p. m. by President Bayley with the following representation:

B. & O. R. R..... J. F. Irwin.....Superintendent.  
C. C. C. & St. L. Ry..... W. G. Bayley.....Superintendent.  
C. C. C. & St. L. Ry..... G. Wirt.....Master Mechanic.  
Hocking Valley Ry.....R. S. Quigley.....Superintendent.  
N. & W. Ry.....G. P. Johnson.....Superintendent.  
N. & W. Ry.....J. S. Pearce.....Master Mechanic.  
P. C. C. & St. L. Ry.... L. Ohliger.....Superintendent.  
P. C. C. & St. L. Ry.... W. T. Wolff.....Special Agent.  
Penna. Co., (Toledo Div.) Otto Schroll.....Superintendent.  
T. & O. C. Ry..... H. E. Speaks.....Superintendent.

Mr. T. R. Limer, Superintendent Car Service, H. V. and T.  
& O. C. Ry's represented by Mr. R. S. Quigley.

Visitor: Mr. H. M. Patton, Local Agent, C. C. C. & St. L. Ry.

Minutes of the previous meeting were read by the Secretary and without objection were approved as printed.

### Unfinished Business.

#### Breaking of Car Seals by Grain Inspectors.

In accordance with action taken by this Division at its last meeting considering the subject of inspecting and sampling grain in cars by representatives of Columbus Board of Trade and Independent Grain Dealers, the Columbus Local Freight Agents' Association after conference with members of Grain Committee, Columbus Board of Trade and Independent Grain Dealers, adopted the following:

**Resolved:** That the Columbus Local Freight Agents' Association recommend to the Association of Railroad Officers, Columbus Division, the appointment of an Official Weigher and Inspector by the Board of Trade, and an Official Sampler by the Independent Grain Dealers; the Board of Trade to be responsible for the Weigher and Inspector and the Independent Grain Dealers to be jointly and severally responsible for the Sampler; the Weigher and Inspector to be provided by the Board of Trade with a badge of identification and car seals marked "Board of Trade, Weigher and Inspector," the Independent Grain Dealers to provide the Sampler with badge of identification and car seals marked, "Columbus Grain Sampler," such men appointed to make report at close of each day's business to Agents of Railroad Companies upon whose tracks, during that day, they have had occasion to open car or cars, such report to show car numbers and initials, the marks of seals removed and the marks of seals applied; a record of the samples, weights and inspection to be kept by the Board of Trade and the Independent Grain Dealers, the Railroad Companies at all times to have access to such records; they be permitted, unaccompanied by representative of Railroad Company, to open cars for the purpose of inspection or to obtain samples."

After liberal discussion it was moved, seconded and carried that the recommendations of the Columbus Local Freight Agents' Association, embodied in resolution as above, be adopt-

ed as the sense of this Division and Secretary be instructed to inform the Board of Trade and Independent Grain Dealers of the action taken and provide each member of this Division with a copy of the resolution and this motion for instructions to Agents, Yard Masters and others interested.

### **Reading of Correspondence.**

#### **Rule 7, Switching Reclaim Rules.**

The following report of Committee to Cincinnati Division handed Secretary of this Division by letter from Secretary of Cincinnati Division:

Cincinnati, O., October 27, 1906.

To the Central Association of Railroad Officers,  
Cincinnati Division.

"Gentlemen: At a meeting of the Cincinnati Division held April 10, 1906, the undersigned were appointed a Committee to consider a claim made by some of the members that Rule 7 of the Switching Reclaim Rules does not work to the best interests of all concerned, and to make a report after investigation with their recommendations to the Association.

"Your Committee, having carefully considered the matter, respectfully recommend that Rule 7 shall not be abrogated for the following reasons:

"1. The theory upon which all kinds of reclaims rest is that the road responsible for the detention of cars shall pay the per diem accruing by reason of such detention.

"2. Rule 7 was adopted to eliminate unnecessary cross-switching and the consequent delay to the car and at the same time provide for the payment of per diem accruing by the delivering road while car is detained on the tracks of the receiving road whenever the responsibility rests with the delivering road.

"This rule facilitates the repair of the car and therefore its further movement because it limits the amount of per diem that may be reclaimed by the receiving road against the

delivering road, which in the absence of such a rule, would be unlimited.

"3. It may be held that the application of this rule involves annoyance and excessive clerical work but this may be truly said of any other of our reclaim rules and it is not a sufficient reason while the rule should be abrogated. On the other hand if we are to be influenced by such consideration the interest of our respective roads could not be conserved because per diem would be frequently assumed by a road that was not responsible, which would clearly be inequitable.

"4. The Cincinnati Switching Reclaim Rules are the same as those adopted and now in use at every terminal and junction station within a territory extending from Chicago to Pittsburg, and from the Ohio River to the Lakes. Their adoption over such a large territory was accomplished after much hard labor and very full discussion. It is deemed unwise, therefore, in view of the fact that throughout that territory no proposition has been made looking to the abrogation of a single one of these rules, that Cincinnati should take the initiative in abrogating one of them which would tend to the abrogation of others and thereby destroy uniformity which is so desirable in our per diem operations.

"5. However, it is recommended by your Committee that because the per diem rate is now 25 cents the limit of time as set forth in Rule 7 shall be changed to read three days so as to make the calculation even money; this to take effect November 1, 1906.

"It is further recommended that in event this report is adopted the Secretary shall advise the Columbus, Toledo and Indianapolis Associations of this action with the suggestion that they shall take similar action."

Respectfully submitted,

W. T. Wolff, Chairman.

G. H. Waldo

E. C. Tomlinson.

The Committee's report was discussed at length after which the following resolution was adopted:

**Resolved:** That it is the sense of this Association that Rule 7, Switching Reclaim Rules, shall not be abrogated but that the time allowed receiving line for reclaim shall be actual time not to exceed three (3) days instead of two and one-half (2½) days as heretofore, effective December 1, 1906.

### **Reports of Committees.**

The minutes of meeting of Executive Committee on Joint Car Inspection, held at Columbus, O., Tuesday, November 20, 1906, were read by Secretary, ordered received and placed on file.

### **Uniform Rules in Interchange of Cars at Large Terminals.**

At meeting in October the Uniform Rules for Interchange of Cars at Large Terminals proposed at annual meeting in St. Louis, were referred to the Executive Committee on Joint Car Inspection for their consideration, recommendations and report. At meeting of the Executive Committee on Joint Car Inspection held at Columbus December 4, the following was offered and adopted.

**“Whereas:** The many good points in connection with the proposed uniform rules are fully covered by our present rules, and there is nothing in the proposed rules that would strengthen or improve Columbus rules, but on the other hand some of the provisions of the proposed rules would work a detriment at Columbus, therefore,

**“Be it Resolved:** That the present rules are working to the satisfaction of all lines in interest, and fully meet requirements of conditions peculiar to this locality, this Committee would not recommend any change in the existing joint inspection rules at Columbus.”

On motion duly seconded and carried the report of the Com-



mittee as embodied in resolution above was adopted as the sense of this Division.

#### **New Business.**

The Secretary presented to the meeting the matter of necessity for further increase in expense of the Columbus Car Service Association by additional force required to properly conduct the business of the Association since the enforcement of Car Service Rules at all large industries.

On motion the subject was referred to the Executive Committee for consideration and report to this Division at the January meeting.

Bill of \$14.96, Columbus Division proportion of expense of Central Association of Railroad Officers for month of November was approved and ordered paid.

#### **Election of Officers.**

By motion duly seconded and carried the following nominations were made;

President, Mr. J. F. Irwin, Superintendent, B. & O.  
Vice-President, Mr. W. B. Wood, Superintendent, C. A. & C.  
Secretary-Treasurer, Mr. J. D. Berry.

There being no opposition, Officers as above for the ensuing year were elected by acclamation.

By established custom immediately upon election President Irwin took the Chair and announced following appointments of Committees:

#### **Executive Committee.**

T. R. Limer, Superintendent Car Service, H. V. Ry.  
D. E. Spangler, Supt. Transportation, N. & W. Ry.  
W. T. Wolff, Special Agent, Penna. Lines.

**Per Diem Committee.**

W. T. Wolff, Special Agent, Penna. Lines.  
T. R. Limer, Superintendent Car Service, H. V. Ry.  
J. R. Cavanaugh, Supt. Car Service, C. C. C. & St. L. Ry.

**Executive Committee on Joint Car Inspection.**

G. Wirt, Master Mechanic, C. C. C. & St. L. Ry.  
G. J. DeVilbiss, Master Mechanic, B. & O. R. R.  
J. S. Pearce, Master Mechanic, N. & W. Ry.  
P. F. Smith, Jr., Master Mechanic, P. C. C. & St. L. Ry.  
H. E. Passmore, Master Mechanic, T. & O. Ry.

Meeting adjourned 3:00 p. m.

J. F. IRWIN,  
President.

J. D. BERRY,  
Secretary.

### TOLEDO DIVISION.

Special meeting of the Central Association of Railroad Officers, Toledo Division, held in Room No. 915 Nicholas Building, Toledo, Ohio, Tuesday, November 27, 1906, for the purpose of considering the following resolution adopted at meeting of the Traffic and Freight Officials of Toledo Lines, held at Toledo, November 15, 1906:

**Resolved:** That this Association recommend that the Central Association of Railroad Officers, Toledo Division, change their rule governing exchange of cars at Toledo and that the receiving road will return without notice to the delivering road at a price of \$1.00 per car such bad order cars requiring transfer containing Bituminous Coal of the following grades, to wit: Lump, Three-quarter, Steam Lump, and Run-of-mine.

Meeting was called to order by President R. S. Quigley, with the following representation:

C. H. & D. Ry.....	T. A. Sweeney.....	Superintendent.
C. H. & D. Ry.....	J. J. Corcoran.....	Trainmaster.
C. C. C. & St. L. Ry.....	W. G. Bayley.....	Superintendent.
C. C. C. & St. L. Ry.....	M. J. Heffernan.....	Trainmaster.
H. V. Ry.....	R. S. Quigley.....	Superintendent.
H. V. Ry.....	G. W. Dennison.....	Agent.
H. V. Ry.....	T. R. Limer.....	Supt. Car Service.

L. S. & M. S. Ry.....J. R. Horgan.....Superintendent.  
L. S. & M. S. Ry.....G. E. Husted.....Agent.  
M. C. R. R.....D. S. Sutherland...Superintendent.  
M. C. R. R.....B. R. Donovan.....Trainmaster.  
Penna. Co.....Otto Schroll.....Superintendent.  
P. M. R. R.....A. R. Merrick.....Superintendent.  
P. M. R. R.....H. E. Meyers.....Agent.  
T. Ry. & T. Co.....T. B. Fogg.....Gen. Manager.  
T. & O. C. Ry.....T. F. Elrod.....Supt. Terminals.  
W. & L. E. R. R.....H. W. McMaster.....Gen. Supt.  
W. & L. E. R. R.....C. V. Wood.....Superintendent.  
Wabash R. R.....C. H. Newton.....Agent.

Mr. D. S. Sutherland moved that the above resolution be adopted.

Motion was seconded by Mr. A. R. Merrick and a vote on same resulted as follows:

C. H. & D. Ry.....	No
C. C. C. & St. L. Ry.....	"
H. V. Ry.....	Yes
L. S. & M. S. Ry.....	"
M. C. R. R.....	"
P. M. R. R.....	"
Penna. Co. . . . .	"
T. & O. C. Ry.....	"
T. Ry. & T. Co.....	"
W. & L. E. R. R.....	"
Wabash R. R.....	Not voting

The Chairman declared the motion carried and the resolution adopted.

It was moved, seconded and carried that this resolution be made effective as of December 1, 1906.

The question of reclaim was discussed on motion, same was referred to the **Per Diem Committee**.

On motion adjourned.

R. S. QUIGLEY,  
President.

H. M. ELLIOTT,  
Secretary.

## TOLEDO DIVISION.

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**Regular Monthly Meeting of the Central Association of Railroad Officers, Toledo  
Division, held in Room No. 915, Nicholas Building, Toledo, Ohio,  
Thursday, December 13th, 1906.**

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Meeting called to order by Mr. R. S. Quigley, President,  
with the following representation:

B. & O. R. R.....	W. T. Wolff.....	Representing.
C. H. & D. Ry.....	T. A. Sweeney.....	Superintendent.
C. N. R. R.....	M. J. Heffernan.....	Representing.
C. C. C. & St. L. Ry....	M. J. Heffernan.....	Representing.
D. & T. S. Line.....	J. P. Main.....	Superintendent.
H. V. Ry.....	W. F. Elrod.....	Representing.
H. V. Ry.....	R. S. Quigley.....	Superintendent.
L. E. & W. R. R.....	T. J. Charlesworth....	Representing.
L. S. & M. S. Ry.....	J. R. Horgan.....	Superintendent.
Manufacturers' Ry.....	Otto Schroll.....	Superintendent.
Penna. Co.....	Otto Schroll.....	Superintendent.
P. F. W. & C. Ry.....	Otto Schroll.....	Superintendent.
P. M. R. R.....	A. R. Merriek.....	Superintendent.
T. Ry. & T. Co.....	T. B. Fogg.....	Gen. Manager.

T. & O. C. Ry.....	H. E. Speaks.....	Superintendent.
T. St. L. & W. R. R.....	A. W. Sheahan.....	Representing.
Wabash R. R.....	J. C. Sullivan.....	Superintendent.
W. & L. E. R. R.....	C. H. Newton.....	Representing.

**Visitors.**

C. H. & D. Ry.....	G. H. Waldo....	Supt. Car Service.
C. H. & D. Ry.....	E. [redacted] Holbrook.....	Agent.
C. H. & D. Ry.....	J. [redacted] Corcoran.....	Trainmaster.
C. C. C. & St. L. Ry....	T. [redacted] Kizer.....	Com'l Agent.

Minutes of Special Meeting held November 27, and those of the regular monthly meeting held November 8, 1906, were read and approved.

Mr. Wolff read a report of the Per Diem Committee on the question of abrogating Rule No. 7 of the Switching Reclaim Rules, which report is as follows:

"Your Committee recommends that the report of the Special Committee at Cincinnati, appointed to consider the abrogation of Rule 7 of the Switching Reclaim Rules, shall be adopted as the sense of the Toledo Division, Central Association of Railroad Officers, and that the said report shall be printed in full in the minutes of meeting this day held.

Your Committee further recommends that the reclaim in Rule 7 shall be actual time not to exceed three (3) days instead of two and a half (2½) days as heretofore, to be effective December 1, 1906.

(Signed) T. R. Limer, Chairman,  
W. T. Wolff,  
H. J. Merrick,  
Per Diem Committee.

The report above referred to, is as follows:

Cincinnati, O., October 27, 1906.

To the Central Association of Railroad Officers,  
Cincinnati Division.

Gentlemen: At a meeting of the Cincinnati Division, held April 10, 1906, the undersigned were appointed a Committee to consider a claim made by some of the members that Rule 7 of the Switching Reclaim Rules does not work to the best interest of all concerned, and to make a report after investigation with their recommendation to the Association.

Your Committee, having carefully considered the matter, respectfully recommend that Rule 7 shall not be abrogated for the following reasons:

1. The theory upon which all kinds of reclaim rest is that the road responsible for the detention of cars shall pay the per diem accruing by reason of such detention.

2. Rule 7 was adopted to eliminate unnecessary cross-switching and the consequent delay to the car, and at the same time provide for the payment of per diem accruing by the delivering road while car is detained on the track of the receiving road whenever the responsibility rests upon the delivering road.

This rule facilitates the repair of the car and therefore its further movement because it limits the amount of per diem that may be reclaimed by the receiving road against the delivering road which in the absence of such a rule would be unlimited.

3. It may be held that the application of this rule involves annoyance and excessive clerical work, but this may be truly said of any other of our reclaim rules and is not a sufficient reason why the rule should be abrogated. On the other hand if we are to be influenced by such consideration the interest of our respective roads could not be conserved because per diem would be frequently assumed by a road that was not responsible, which would clearly be inequitable.

4. The Cincinnati Switching Reclaim Rules are the same as those adopted and now in force at every terminal and junction station within a territory extending from Chicago to Pittsburg, and from the Ohio River to the Lakes. Their adop-



abrogation of others and thereby destroy uniformity is so desirable in our per diem operations.

5. However, it is recommended by your Committee because the per diem rate is now 25 cents the limit of that set forth in Rule 7 shall be changed to read three (3) dollars as to make the calculation even money; this to take November 1, 1906.

It is further recommended that in event this report is adopted, the Secretary shall advise the Columbus, Toledo and Indianapolis Associations of this action with the suggestion that they shall take similar action.

Respectfully submitted,

(Signed) W. T. Wolff, Chairman  
G. H. Waldo,  
E. C. Tomlinson,  
Committee

On motion, the report of the Committee was received and adopted.

#### **Messenger Service.**

Mr. C. H. Newton reported that the new plan of Messenger Service had been put into effect and is developing. That the Committee would be prepared to make a full report at next meeting.

at interest, stating that as the Committee had authority to put this service into effect, making a report to the Association. They would request that the Secretary bill against the various roads interested in this service for \$28.57, to pay bill of \$400.00, made up of \$275.00 in favor of the Toledo Transfer Co., and \$125.00 in favor of the Lake Shore for the expenses at Union Depot.

On motion, the Secretary was instructed to render bills against the lines interested, including the Toledo Car Service Association for the \$400.00 for the month of December 1906.

The Secretary read a communication from Mr. J. R. Cavanagh, Superintendent C. S., C. C. C. & St. L. Ry., relative to Joint Interchange Inspection Rules, as follows:

Indianapolis, Ind., November 16, 1906.

Mr. H. M. Elliott, Secretary.

Toledo Division, Central Association R. R. Officers.

Toledo, Ohio.

Dear Sir: I do not believe the recommended Joint Interchange Inspection Rules are based on equity or for the best interests of all concerned. They tend to permit and let the roads neglect to maintain and keep up cars for loading as well as for safety in transit. I would recommend that the Toledo Division report back to the General Association that the attached rules should govern except that the receiving line receiving cars in bad order, shifted load, etc., will transfer, repair or put load in safe condition to handle and charge cost of same against the delivering road if responsible.

Yours truly,

(Signed J. R. Cavanagh.

Supt. C. S., C. C. C. & St. L. Ry.

#### **Memorandum of Transfer Rules.**

**The Delivering road to pay cost of transfer—**

1. When transfer is made upon request of delivering road
2. When transfer is made on account of car being in bad order when delivered:

3. When transfer is made on account of car or lading exceeding clearances;

4. When transfer is made on account of car being overloaded;

5. When transfer is made on account of shifted load.

The Receiving road to pay cost of transfer—

1. When transfer is made to save the cost of per diem or mileage on rails of receiving road.

On motion, this matter was ordered referred to the Standing Committee on Interchange Inspection.

The Secretary read a communication from Mr. J. P. Atkins, Car Service Agent, P. M. R. R. relative to Special Reclaim on P. M. car 31139 and stated if the position taken by the Chief Interchange Inspector E. C. Palmer, is correct, a rule should be promulgated governing such cases, Mr. Palmer's position being in opinion, bad order cars are not accepted by the receiving road but that they remain the delivering lines' cars until returned to them.

On motion, this matter was ordered referred to the Per Diem Committee.

The minutes of the meeting of the Standing Committee, held November 1, 1906, were read and approved.

#### **Election of Officers.**

Mr. H. E. Speaks, Supt., T. & O. C. Ry., was nominated for the office of President of the Association for the ensuing year, and there being no further nominations, the Chairman declared the nominations closed and on motion, the Secretary was instructed to cast the ballot in favor of Mr. Speaks as President.

Mr. J. C. Sullivan, Superintendent Wabash R. R. was nominated for the office of Vice-President, and there being no further nominations, the Chairman declared the nominations closed and on motion, the Secretary was instructed to cast the

ballot in favor of Mr. Sullivan as Vice-President for the ensuing year.

Mr. H. M. Elliott, was nominated for the office of Secretary and Treasurer and there being no further nominations for this office, the Chairman declared the nominations closed and on motion, the Chairman was instructed to cast the ballot for Mr. Elliott as Secretary and Treasurer for the ensuing year.

Nominations for members of the Standing Committee on Interchange Car Inspection were then called for and on motion of Mr. Schroll, it was moved, seconded and carried that the present Standing Committee, consisting of the Penna. Co., T. St. L. & W. Ry., T. Ry. & T. Co., W. & L. E. R. R., T. & O. C. Ry., Lake Shore and D. & T. S. Line, be re-elected for the ensuing year.

It was moved, seconded and carried that a vote of thanks be extended to the retiring President for the able manner in which he has presided over this Association during his administration.

On motion adjourned.

R. S. QUIGLEY,

President.

H. M. ELLIOTT,

Secretary.

## PEORIA DIVISION.

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Proceedings of Annual Meeting held in Room 17, Union Station,  
Peoria, Ill., Tuesday, Dec. 18th, 1906.

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Meeting convened at 9:25 a. m. Outgoing President Schaff  
in the chair.

### Present.

A. T. & S. F. Ry.....Not represented.  
C. & A.....E. Ryder.....Superintendent.  
C. & N. W.....W. D. Beck.....Superintendent.  
C. B. & Q.....J. W. Mulhurn.....Superintendent.  
C. B. & Q.....R. W. Colville.....M. M.  
C. R. I. & P.....D. H. Speakman.....M. M.  
C. P. & St. L.....M. D. Schaff.....Superintendent.  
C. P. & St. L.....A. L. Rosetter.....M. M.  
L. E. & W.....W. J. Davis.....Superintendent.  
Ill. Cent.....Not represented.  
Iowa Central.....C. S. Hayden.....Superintendent.  
Iowa Central.....J. E. McCarty.....Trainmaster.  
Iowa Central.....T. M. Feeley.....M. M.

P. & P. T..... E. A. Burrill.....Gen. Manager.  
P. & P. U..... Wm. Hassman.....M. M.  
P. & P. U..... Miss A. M. Shryack.....C. A.  
Peoria & Eastern.....Not represented.  
T. P. & W.....S. M. Russell.....Superintendent.  
T. P. & W..... T. M. Kucher.....M. M.  
Vandalia.....F. L. Campbell.....Superintendent.  
Vandalia.....J. E. Mechling.....M. M.

Visitors: M. Voorhies, General Foreman Car Department,  
C. R. I. & P., W. J. Frey, General Foreman Car Department,  
L. E. & W., O. J. Parks, General Foreman Car Department,  
Vandalia, J. W. Henley, Agent, C. & N. W., H. I. Battles,  
Agent, C. R. I. & P., C. A. Brown, Agent, P. & P. U.

The minutes of the November meeting were approved as  
printed without reading.

### Change in Bylaws.

The Secretary explained the purpose of the proposed  
changes, after which the amendments outlined in the Novem-  
ber proceedings were unanimously adopted.

Mr. Campbell: I move that Article 13 be further amended  
so as to include as eligible representatives, Engineers of Main-  
tenance of Way.

Seconded and carried.

Mr. Schaff: I move that the word "Superintendents" in  
Article 5 be changed to read "Representatives."

Seconded and carried.

### **Election of Officers.**

This resulted in the election of Mr. P. H. Neiderlander as President, Mr. J. W. Mulhurn as Vice-President, and Mr. A. J. Elliott as Secretary-Treasurer.

(Vice-President Mulhurn takes the Chair).

Mr. Mulhurn: Gentlemen, I thank you for the honor, but I should much prefer to be with the boys on the outside than in the Chair. There is more freedom there than filling the Chair with dignity. I think that we should all realize that we will be at our wits end to make both ends meet shortly, by reason of recent demands upon us in the way of expenses. We who are at the wheel, close to the working of the machine, will need to strive harder than ever to make an equal showing with the past. I think we should gather here once a month and each assist the others in bearing the burdens put upon us, as the Railroads demand the very best that is in us, and if we give and take, we will all be benefited in the process. I hope each member will feel free to express his opinion and give us the benefit of his ideas. He may be wrong, but there is no crime in that. We are all wrong occasionally, and the discussion of our ideas means advancement, and will assist us in keeping the wheels from getting rusty. In case my ideas do not agree with your own, come back at me, and I will thank you for it.

Mr. Schaff: I think the President should be left largely free to select his own committeemen, and I therefore, move that the President appoint the committees as outlined at our last meeting, and that his appointments be submitted to the Association at our next meeting for approval.

Seconded and carried.

### **Honorary Members.**

Mr. Schaff: We have recently lost two of our most active members in the persons of Messrs. F. H. Worthington and S.

M. Braden, and I think that some recognition of their service with us is in order. I therefore, move that the Secretary express to these gentlemen, our thanks for their help in our deliberations and labors, and that they each be elected to honorary membership in this Association.

Seconded and unanimously carried.

### **Early Closing of Freight Houses.**

Secretary: Since the last meeting I have had no communications in regard to the proposed changes effective March 1, and I presume the arrangement will be carried out as intended.

Mr. Schaff: I move the Committee on this subject be discharged, and that all papers be referred to the new Committee on Freight Houses.

Seconded and carried.

### **Uniform Inspection of Interchange Cars.**

Mr. Hassman asked for information regarding the action already taken on this question which was explained in reply by the Chairman.

Mr. Schaff: I think the subject should be referred to the Committee on Equipment, and that they should be asked to look into the question in its relation to Pekin. At present some shippers refuse to do business with some of our Pekin connections, and force us to pay terminal charges at Peoria. If we can have uniformity of inspection at Peoria and Pekin, it would overcome this difficulty.

Mr. Ryder: I think this is a very important matter of transportation, and a proper one to come before the Transportation Committee. I move it be so referred.

Seconded and carried.



**Billing to Accompany Cars.**

Chairman: I see the same subject is being considered in Kansas City. Something is wrong when cars are detained account no bills, and this subject will pass to the new Committee on Transportation.

**Discipline.**

This subject was briefly discussed, after which on motion, it was dropped from the list.

**Full Loading of Large Cars.**

Mr. Russell: I think this is an important subject. Most roads are governed now in their business by the number of cars, and these should be loaded as near as possible, to their capacity. This would help everybody, the railroads and shippers alike.

Mr. Hayden: In October we had two less cars per train and two tons per car greater loading. We would have more cars if they were loaded heavier.

Mr. Schaff: Our coal operators have found that they can load 10 percent excess even in box cars.

Mr. Ryder: Is it the practice of any line to issue instructions to agents to load 10 percent above the capacity?

Chairman: Yes, we do, and we get a weekly report with an explanation if it is not done.

Mr. Schaff: We do the same.

Mr. Beck: We think the grain and flour carrying roads are losing greatly account too low minimums.

Mr. Schaff: I move the question be referred to Committee on Transportation.

Seconded and carried.

**Coal Consumption per Ton and Car Mile.**

Mr. Russell: We have been working very hard to decrease our coal consumption per ton mile. It is largely a matter of education, and I think you will all agree that it is important for us to keep the coal consumption down.

Mr. Schaff: Can any member present give me any information as to the difference in net cost between mine run, steam, and lump coal? We are about to change our fuel from mine run to straight lump, and I have been on the fence for some time.

Mr. Hassman: I think the question is largely provincial. One road using mine run, may get excellent service, while another road using the same would not get results comparable to that secured in the use of select coal. The character of the coal is a factor.

Mr. Schaff: Our Illinois mines produce about 40 percent slack.

Mr. Ryder: 30 to 40 percent. Ours vary.

Mr. Colville: On the Q. Galesburg Division the coal furnished is mine run, and it is anything but a success. The variation in cost between straight lump and mine run when sifted to the bottom when taking into consideration all the inconvenience caused, becomes a case of stopping a leak at the spigot and opening up a bigger one at the bung hole. I think the best coal is none too good. We have some engines at present with superheaters, but with the fuel used, these are practically of no use. If in service where the coal was different from our Illinois coal, the device might be successful.

Mr. Campbell: We find a very perceptible difference in the burning of Illinois and Indiana coal.

Mr. Colville: We have exchanged a few engines between ourselves and the Great Northern, and while they have had no difficulty with the engines we sent them, theirs have caused us great annoyance. (Explains an instance).

Mr. Ryder: This would seem not to be all a condition of coal, but of draft, grates, etc.

Mr. Mulhurn: It requires greater draft to burn Illinois than it does Great Northern coal.

Mr. Mechling: At one of our terminals, the Panhandle furnish mine run coal, and at the other end of the line, we furnish clean lump. We have, after experimenting, discarded mine run, and we now furnish all our engines with clean coal. We have a Coal Inspector who rejects all coal not up to standard. Some of our trains run 169 miles without cleaning the fire. This applies to both passenger and freight trains.

Mr. Russell: What coal, Mr. Ryder, do you use from Peoria?

Mr. Ryder: We deliver our own coal.

Mr. Russell: Why?

Mr. Ryder: Account quantity and price.

Mr. Hassman: The coal you furnish, Mr. Ryder, is dumped in with P. & P. U. coal, all in the same hopper.

Mr. Mechling: Mr. Ryder's coal then is simply a kind of seasoner.

Mr. Russell: I wish some action might be taken which would enable us all to get our coal from the P. & P. U., and that the quality would be satisfactory and the price reasonable.

Mr. Schaff: The Big Four run their engines from here to Indianapolis without cleaning the fire, and we run from here to St. Louis likewise. Our engines run a year without change in flues, averaging about 4300 miles a month. I have come to the conclusion that the subject of coal is more an excuse for the engineer than anything else.

Mr. Ryder: Our experience has not been in line with your conclusion.

Mr. Schaff: I move the subject be continued, and referred to the proper Committee.

Seconded and carried.

**Attendance at Meetings.**

Mr. Schaff: I think since our change in by-laws, that each line should send a representative here to every meeting, and I move that the Secretary call attention of all members to the fact of change in constitution, and that they be urged to be represented at each meeting.

Seconded and carried.

**Pilfering of Cars in P. & P. U. Yards.**

On motion this was referred to the Committee on Freight Houses.

**P. & P. U. Charges for Transfer.**

Upon motion this subject was referred to the Committee on Freight Houses.

**Per Diem Reclaims.**

Miss Shryack: I have one or two cases of dispute in regard to reclaims which perhaps should be referred to the Committee on Per Diem. (Reads same.) I make a motion to that effect.

Seconded and carried.

**New Telephone.**

Secretary: As a matter of information the Iowa Central have asked permission to install a new 'phone in the P. & P. U. freight house, and this permission has been granted by the P. & P. U. people.

**Lights in Union Depot.**

“A. J. Elliott, Sec’y, etc. The Peoria Passenger Association has requested me to present to the Railway Superintendent’s Association a request that the Union Depot train shed be supplied with a sufficient number of lamps to furnish the necessary light. The complaint is that the shed is insufficiently lighted.

“Will you kindly present this matter in the regular way to the Association?

(Signed) H. O’Conner,  
Chairman-Secretary.

Mr. Schaff: I move the communication be referred to the Committee on Maintenance of Way to investigate and report for the information of this Association, but that when reply is made, that the Passenger Association be advised that this is a matter for the P. & P. U. to settle.

Seconded and carried.

**Standing Resolutions of All Divisions.**

Secretary: You authorized me to order (500) five hundred copies of these standing resolutions, but the General Secretary wrote me that other Divisions were asking for a much less number, and I therefore took it upon myself to reduce the number to (100) one hundred copies. I now find copies have been furnished to each of you direct from Cincinnati, and the one hundred copies will be abundant for all the new members you have recently arranged to enroll.

On motion this action of the Secretary was approved.

**Transfer Rules.**

“A. J. Elliott, Sec’y, etc.,

Referring to the Uniform Inspection and Interchanged Cars Transfer Rules.

I would recommend that the Peoria Division urge the other Divisions to put in same rules we have at Peoria which are the only ones based on equity, keeping cars in fair physical condition for loading and safety of handling. Respectfully suggested.

(Signed) J. R. Cavanagh.”

On motion this was referred to the Committee on Equipment.

Adjourned 11:25 a. m.

A. J. ELLIOTT,  
Secretary.

J. W. MULHURN.  
Vice-President.

## ST. LOUIS DIVISION.

Proceedings of the Regular Monthly Meeting of the St. Louis Division of  
the Central Association of Railroad Officers, held in the Committee  
Room of the Jefferson Hotel, Friday, Dec. 14th, 1906.

The meeting was called to order at 10:30 a. m., with President Ryder in the chair.

The representation was as follows:

St. L. & N. W. R. R.	J. B. Carothers	Supt.
St. L. & N. W. R. R.	J. B. Grice	Agent.
St. L. & N. W. R. R.	H. G. Kruse	Trainmaster.
C. & O. Ry.	J. A. Somerville	Supt. Terminals.
St. L. & N. W. R. R.	Not represented.	
St. L. & N. W. Ry.	Wm. Pratt	Agent.
C. & O. Ry.	E. Ryder	Supt.
C. & O. & St. L.	Hadley Baldwin	Supt.
C. & O. & St. L.	R. R. Harris	Agent.
C. P. & St. L. Ry.	Not represented.	
Illinois Central R. R.	R. O. Wells	Agent.
Illinois Central R. R.	C. R. Wescott	Trainmaster.

Int. Car Transfer Co. . . . Geo. Hannauer . . . . . Supt.  
L. & N. R. R. . . . . Not represented.  
M. K. & T. Ry. . . . . A. E. Boughner . . . . . Supt.  
Mo. Pac. Ry. . . . . E. F. Kearney . . . . Supt. Terminals.  
M. & O. R. R. . . . . E. W. Moore . . . . . Supt.  
St. L. & S. F. R. R. . . . . B. W. Moore . . . . Supt. Terminals.  
St. L. & B. E. R. R. . . . . C. S. Darrach . . . . Supt. Frt. Traffic.  
St. L. & S. W. R. R. . . . . W. H. Calvert . . . . . Agent.  
Southern Ry. . . . . Not represented.  
St. L. K. C. & C. R. R. . . . B. W. Moore . . . . Supt. Ter. Frisco.  
St. L. T. & E. R. R. . . . . Not represented.  
St. L. Transfer Co. . . . . Not represented.  
St. L. Nat'l Stk. Yds. . . . J. H. Hohl . . . . . Supt. Terminals.  
T. St. L. & W. R. R. . . . . J. M. Kelley . . . . . Gen'l Agent.  
T. R. R. A. . . . . J. J. Coakley . . . . . Supt.  
T. R. R. A. . . . . W. T. Aylesbury . . . Car Accountant.  
Vandalia R. R. . . . . John Fitzpatrick . . . . . Agent.  
Wabash R. R. . . . . J. E. Taussig . . . . Supt. Terminals.  
Wiggins Ferry Co. . . . . Geo. Hannauer . . . . . Supt.  
Central Association . . . . Chas. Waughop . . Chief Int. Insp.

Visitor: W. T. Loudon, Supt. Mo. & Ill. B. & T. R. R.

Chairman: Have we a quorum?

Secretary: We have.

Chairman: If there is no objection, the minutes of the last meeting will stand approved.

**Abolishing Reconsigning Charge on Hay at East St. Louis.**

Secretary: This matter was referred to the Local Freight Agents' Association for their recommendation, and their Sec-



retary advises, under date of the 12th inst., that they have the matter up with the Cairo, Memphis and Chicago Associations, and that, as soon as they are all heard from, they will advise us in the matter.

Mr. Somerville: At meeting of the Executive Committee of the Car Service Association last week, at which new Car Service Rules were discussed, it seemed to be the opinion of most of the members that now is the best time that we will probably ever have to rigidly enforce Car Service Rules; that the shippers, as well as the railroads, recognizing the extreme car shortage, would be more inclined to accept without serious protest the action of the railroads toward restricting free time. It was thought any restrictions that we could put on toward preventing reconsigning of cars would be advisable. A Sub-Committee was appointed, which is to investigate thoroughly the amount of reconsigning that is going on in these terminals, and they will report to the Executive Committee on the 20th inst. I offer this as a matter of information to the members.

Chairman: That is certainly a move in the right direction, and this is a very opportune time to take it up.

#### **Supervision of Scales by the Merchants' Exchange.**

Secretary: Mr. Somerville is to report on this matter.

Mr. Somerville: I just got information from Mr. Fraser's office this morning. I will state it verbally, and submit it in writing to the Secretary tomorrow. It is to the effect that in the early part of October Mr. Penney, Traffic Manager of the Terminal Association, presented to the Eastbound Freight Committee a proposition offering to provide check of team track loads for the additional compensation of 20 cents per ton. The matter was submitted to the Eastbound Committee, and Mr. Fraser, Chairman, replied to Mr. Penney, under date of October 29th, to the effect that the question of handling freight on team tracks was a transportation matter, and

not a traffic matter, and that the subject was one that should be handled by the Central Association of Railroad Officers.

Secretary: Here is a letter from Mr. Ryder bearing on this question:

Chicago & Alton R. R. Co.

Bloomington, Ill., Nov. 23, 1906.

Mr. J. Rothschild,

Sec'y Central Ass'n Railroad Officers,  
St. Louis, Mo.

Dear Sir: The Central Association of Railroad Officers seem to have gained the impression that the question of team track delivery check of out-turn of cars placed on Wiggins or Terminal tracks for all lines interested was being handled by the Traffic Departments. On the other hand, the Traffic Departments of the various lines interested seemed to arrive at the conclusion that this was a Transportation matter; therefore, I think this question should be made a subject for discussion at the December meeting. Please bring it up.

Yours truly,

(Signed) E. Ryder.

Mr. Wells: I do not think there is any question but what this subject is one that should be handled by the Operating Department. If it should be decided that the Traffic Departments should handle it, the mere taking up with the East-bound Freight Committee is the small end of the proposition; they cover only the Eastern lines. The Southern lines and the Western lines also handle business into St. Louis and East St. Louis. So, if it should develop that the Traffic Departments are to be further consulted, I think it would be well to take it up with all the Associations in this territory.

Mr. Somerville: For the information of Mr. Wells and the Local Agents, will say that the Terminal declined to work with us on the proposition. They considered it a Traffic matter, and their Traffic Department had it up with the East-bound Freight Committee, and until the matter was adjusted by their Traffic Department, the Transportation Department

of the Terminal were not in position to confer with the Central Association.

Chairman: I think we would like to hear from the Terminal.

Mr. Coakley: I have not been advised of the decision making this a Transportation matter. If that is the case, I am ready to go in with the Committee or discuss it in open meeting.

Mr. Kearney: I move that the Committee be given until next month.

Mr. Taussig: I don't see what we can do if the Terminal will not go into it?

Mr. Coakley: If it is an Operating proposition, and we will receive proper compensation for the service, I do not see any serious objection to it, of course.

Chairman: I think, perhaps, we had better let Mr. Kearney's suggestion prevail, unless there is some objection.

No objection, and so ordered.

### **Setting Back of Cars Account no Bills.**

Secretary reads:

The Wabash Railroad Company.

St. Louis, Dec. 12, 1906.

Mr. J. Rothschild.

Secretary Central Association,  
Union Station, City.

Dear Sir: I notice that a number of the lines have of late been setting back cars on account of not receiving billing or delivered in error.

While I realize that there should be a penalty on delivering cars without bills, and there is such a penalty on the per diem being reclaimed, at the same time I think it is an unnecessary burden in switching to set these cars back, es-

pecially where they have to go through an intermediate line. I think the Association should place a limit on the length of time a road should hold a car held for billing or in error, and as Reclaim Rule No. 6 covers the action to be taken by the Agent of the receiving line, I think that this rule should be followed out, and cars should be held to not exceed, say, six days, waiting for proper information. We have gotten away from the set-back feature on bad order cars, and think we should get away from the set-back on account of no bill or error.

Would be glad to have the matter brought up at the next meeting of the Association.

Respectfully,

(Signed) J. E. Taussig.

Supt. Terminals.

Mr. Taussig: The reason I brought this case up is that we had a case recently where a car was set back on account of proper destination not being shown, and as result the car was moved backward and forward for five days. Such cases are of common occurrence in these terminals.

Chairman: In that connection, I would like to ask what the practice is in these terminals in the matter of returning cars erroneously delivered. Are they returned free of charge?

In answer to the Chairman's inquiry, the fact was established that, through the courtesy of one road toward another, no charge is made for returning such cars.

It was decided to refer Mr. Taussig's letter to the Transportation Committee for their recommendation.

#### **Controversy Between T. R. R. A. and C. B. & Q.—H. R. L. Car No. 32.**

Secretary: The Burlington were given until this meeting to appeal to the Association in this case, and Mr. Somerville writes:

Chicago, Burlington & Quincy Ry. Co.

St. Louis, Dec. 14, 1906.

Mr. J. Rothschild,

Sec'y Central Ass'n R. R. Officers,  
St. Louis.

Dear Sir: Enclosed herewith find full file of correspondence regard H. R. L. car No. 32, which passed in interchange about August 5, 1906, we having appealed from decision of the C. I. I. to the Executive Committee, and now respectfully appeal from decision of that Committee to the Association.

It would appear this car, which was loaded with P. H. P. at Kansas City, August 4th, moved to St. Louis, delivered to Merchants' Bridge August 5th. Joint inspection on delivery shows as follows:

Two draft sills broken.

Car then moved from Merchants' Bridge to the Clover Leaf, 10:00 p. m., same date, joint inspection as follows:

One coupler, draft timbers and part of end sill gone complete.

Two center sills damaged and broken new.

One end post broken out.

16 end boards broken out and part gone.

Two truss rods broken and brake staff bent

"B" end.

Car was set back to the Bridge by the Clover Leaf same date. Joint inspection shows as follows:

End sill, two draft sills broken, old.

Two draft timbers and coupler gone complete.

Dead wood.

Carry iron and four carry bolts gone "B" end.

Brake chain broken.

One body truss rod broken, two end posts and 15 ends boards broken "B" end.

One dead wood anchor rod gone.

One dead wood broken.

One lift rod, two castings and pin chain gone "B" end.

Car marked "B. O.," Madison Repair Track. The Bridge transferred contents.

The C. I. I. issued card against C. B. & Q., which is enclosed with papers, for one end sill and two draft sills broken old "B" end.

My contention is that in case of this kind, positively denoting unfair usage on the part of the Merchants' Bridge, C. I. I. should not go back of the joint inspection, which is a matter of record, and card against delivering line.

I further contend that end sill is visible on refrigerator cars, and if sill was broken old, it should have been noted by joint inspectors in passing from C. B. & Q. to Merchants' Bridge.

It appears from our point of view that no damage existed on delivery of car to Merchants' Bridge which was chargeable to our line. Defects which did exist were car owner's, and in the absence of any further damage by the Merchants' Bridge car would have moved through to the Clover Leaf, and these defects charged to the car owner, and it is manifestly unfair, because of action of the Bridge, to throw responsibility back to delivering line.

Yours truly,

(Signed) J. A. Somerville.

This case was gone into quite thoroughly, and the discussion concluded by the following remarks of Mr. Kearney:

No one is more reluctant to reject any recommendation of the Executive Committee than myself, but this decision indicates to me just what Mr. Taussig has explained, that it was made on theory and not on the actual conditions when this car was interchanged from the Burlington to the Merchants' Bridge. There is no dispute, as I understand it, as to the record from the Burlington to the Merchants' Bridge. Under those circumstances, I must offer the motion that the decision of the Interchange Committee of this Association be reversed in this case.

Mr. Taussig: In seconding that motion I want to say further that we ought to go very slow in these matters. We use these records in the settling of claims and if we take the position that the original records are not correct, it is bound to result in confusion.

Mr. Waughop: The only point I wish to make is this: I represent both companies and it is immaterial who pays. If I do see a case where one of my assistants has overlooked a defect, it seems to me that it should be the right of the Chief Inspector to reverse their record.

Mr. Coakley: In voting on this question I suggest the roll be called.

Chairman: Secretary will please call the roll.

Yes—B. & O. S-W., C. B. & Q., I. C., Mo. Pac., Vandalia, St. L. & B. E., Wabash, C. & A., Big Four, M. K. & T., T. St. L. & W., St. L. S. W.

No—Frisco, T. R. R., M. & O., St. L. K. C. & C., St. L. Nat. Stk. Yards.

Chairman: Mr. Kearney's motion is carried.

### **Report of Interchange Committee.**

Secretary reads:

St. Louis, Mo., November 21, 1906.

Mr. E. Ryder, President,

Central Association of Railroad Officers,  
Bloomington, Ill.

Dear Sir: The Interchange Committee met this day in Private Dining-Room, Union Station, 10:00 a. m. The following members were present: Messrs. B. W. Moore, J. E. Meehling, J. J. O'Brien, and Chief Interchange Inspector Waughop. Visitors: Messrs. I. L. Burlingame, Geo. Hannauer, J. E. Taussig, and J. J. Coakley. In absence of the Chairman, Mr. B. W. Moore was elected temporary Chairman.

The Committee has nothing particular to report to the

Central Association. except to say that considerable routine business was disposed of and various interchange matters discussed at length, particularly with reference to defective safety appliances.

The Committee congratulated the Chief Inspector, Mr. Waughop, upon the twenty-fifth anniversary of his connection with St. Louis Lines, and expressed satisfaction on the manner in which the interchange of cars is being handled at present.

Respectfully,

B. W. Moore,  
Chairman pro tem.

Mr. Kearney: I move that report of Committee be accepted.

Mr. Somerville: I second the motion.

Carried.

#### **Resignation of Member Interchange Committee.**

Secretary reads:

C. C. C. & St. L. Ry. Co.

Mattoon, Ill., December 3, 1906.

Mr. E. W. Moore, Chairman,  
Executive Committee,  
St. Louis, Mo.

Dear Sir: Account of being transferred from Mattoon, on St. Louis Division, to Wabash, Ind., on the Michigan Division, with regret I herewith tender my resignation as member of your Committee.

Will kindly ask if you will say to each member of this Committee, also to our Chief Interchange Inspector, Mr. Waughop, and last but not least, our able Secretary Mr. Rothschild, that I tender my thanks for the many favors which I consider have been shown me by yourself and all members of the Committee in our many meetings.

Yours sincerely,

(Signed) P. J. Hickey.



Secretary: In behalf of the Interchange Committee I acknowledged receipt of Mr. Hickey's letter, saying that his resignation is very much regretted on account of the close attention which he had always given to the work.

Chairman: Due record of the communication will be made in the minutes. His successor will be elected later on.

**Withdrawal of L. & N. from Local Interchange Rules.**

Secretary reads:

St. Louis, Mo., November 24, 1906.

Mr. J. Rothschild, Secretary,  
Central Association of Railroad Officers,  
St. Louis, Mo.

Dear Sir: Your Committee appointed at the October meeting to urge the L. & N. R. R. to withdraw its letter of October 30, begs leave to report as follows:

That Superintendent Fitzgerald wants his letter of October 30 considered as a notice of withdrawal from the agreement under Section 5.

The Committee agreed that the communication should be so considered and unless the L. & N. gives us contrary notice, it shall cease to be a member of the Interchange Agreement at 6:00 p. m., January 31, 1907.

The Committee urged upon Mr. Fitzgerald the importance of continuing membership of the L. & N. and wrote him at length on the subject.

If the L. & N. changes its position the Association will doubtless be advised direct.

In calling on Superintendent Fitzgerald the Committee was accompanied by Mr. B. W. Moore of the Executive Committee and Mr. Chas. Waughop, Chief Interchange Inspector.

Yours truly,

Geo. Hannauer  
J. E. Taussig  
E. F. Kearney  
J. A. Somerville  
Committee.

Mr. Kearney: I move that the report of Committee be accepted and the Committee discharged.

Mr. Coakley: I second the motion.

Carried.

Chairman: It is to be much regretted that the L. & N. should withdraw from this agreement. No doubt the Committee exhausted every means to keep them in.

#### **Facilities for the Transfer of Tank Cars.**

Secretary: I have not yet received report of the Committee of which Mr. Taussig is Chairman.

Mr. Taussig: Replies from all the lines have not yet been received. We will probably be able to report at the next meeting.

The Committee was granted further time.

#### **Grain Door Rules.**

Secretary: At the last meeting a letter was read from Superintendent Downing of the Vandalia, calling attention to a difference in the prices to be charged for grain doors applied as adopted by this Association and by the Central Freight Association. The original Committee on Grain Door Rules was reappointed for the purpose of straightening out this discrepancy. They submit the following report:

Chicago, Burlington & Quincy Ry.

St. Louis, Mo., November 27, 1906.

Mr. J. Rothschild, Secretary.

Central Association of Railroad Officers,

St. Louis, Mo.,

Dear Sir: Referring to your letter of the 15th in reference to conflict in Grain Door Rules adopted September 14, 1906, beg to advise the full Committee called on Mr. J. C. Lincoln, Traffic Manager Merchants Exchange, on the 20th and discussed the question fully and was shown correspondence

between Messrs. Lincoln and Fraser of the St. Louis Eastbound Freight Committee and Mr. Lane, acting for Mr. Stith of the Western Trunk Line Committee.

It appears that members of Eastbound Freight Committee instructed Mr. Lincoln to communicate with the Central Association on the Grain Door proposition. Mr. Lincoln, therefore, referred the matter to us. He also had some correspondence with Mr. Hodgdon of the Vandalia and it would appear from Mr. Hodgdon's letter of the 15th that Traffic Department of the Vandalia agreed to Grain Door arrangement with Mr. Lincoln based on cost of 40 cents per door, maximum amount of \$2.40 per car, a higher rate than covered by our agreement with Mr. Lincoln.

It is the suggestion of your Committee that enclosed copy of letter from Mr. Hodgdon to Mr. Lincoln be sent to Mr. Downing trusting he can prevail on his Traffic Department to accept our rules rather than those they adopted direct with Mr. Lincoln, as we believe same to be more reasonable and fair to all concerned.

Yours truly,

J. A. Somerville,  
Chairman.

Vandalia Railroad.

St. Louis, Mo., November 15, 1906.

Mr. J. C. Lincoln,  
Commissioner, St. Louis Traffic Bureau,  
St. Louis, Mo.

Dear Sir: Replying to yours of the 15th inst., file A-5-9.

Your letter of November 1, was thought to have been fully and promptly replied to. The matter was discussed in this office but apparently answer was not made because you advised its nonreceipt and we are unable to find carbon of letter presumed to have been addressed to you.

However, in connection with the question of Grain Doors, and with reference to agreement as between the Eastern Lines and your Bureau, I beg to advise that same is effective, according to our Traffic Department instructions and author-



ities, with November 1, 1906, and any matter coming up for consideration under this head or account, is to be disposed of in accord with authorities issued by this company, and effective as stated. Its application, however, does not apply to any business bearing date prior to November 1.

The maximum number of doors per car, under the new instructions is six, and we will entertain claims on a basis of 40 cents per door, maximum amount \$2.40 per car, with evidence of total number of doors used accordingly.

I presume this explanation will answer your letters of the 1st and 14th, and fix the matter as between the Vandalia Railroad and the understanding with your Bureau.

Yours truly,

Wm. Hodgdon,  
Gen. Freight Agent.

Secretary: Copy of the Committee's report as well as copy of Mr. Hodgdon's letter were forwarded to Mr. Downing, but his reply has not yet been received.

Mr. Kearney: I think the Vandalia will come to our agreement, because their agreement is more expensive.

Chairman: In the meantime there is nothing to do but await Mr. Downing's reply.

The Committee's report was accepted.

#### **Election of Officers.**

Chairman: We now come to the election of officers.

Mr. Kearney: I would like to place in nomination as President of the Central Association Mr. E. Ryder our present very efficient President.

Mr. Taussig: I second the motion.

Mr. Kearney: Gentlemen you have all heard the motion; those in favor of it will please signify by saying "Aye;" contrary "No."

Carried unanimously.

Mr. Ryder: I beg to be excused. I think Mr. Kearney should be elected. While I am fully appreciative of the compliment you pay me, and feel it keenly, at the same time I do not think I can do the Association justice and devote the time to it that it ought to receive. I am not here at a good many of the meetings; am located a remote distance from here and it does not seem to me that the interest of the Association and the importance that attaches to this work should call for somebody's attention in a broader, bigger way than I am able to give it. The work of the Association has been especially important and very successful. Our Committee who framed up the rules and regulations for the Interchange of Cars here and is now getting them adopted at Joliet, Peoria and other points, worked hard and it shows what weight and importance attaches to this work. I have no part in that work at all. Our Committee, through its Chairman, Mr. Hannauer, worked it all out and it does seem to me you ought to be willing to elect Mr. Kearney to the position as President.

Mr. Hannauer: I think our success has been due to the fact that we have been well led and I do not know why we should change leaders.

Members would not permit Mr. Ryder's declination to prevail and he finally consented to accept the office for another year, and thanked the members once more for the compliment.

Mr. Coakley: I nominate Mr. E. F. Kearney for the office of Vice-President.

Mr. Baldwin: I second the motion.

Carried unanimously.

Mr. Taussig: I nominate Mr. Julius Rothschild for the position as Secretary.

Mr. B. W. Moore: I second the motion.

Carried unanimously.

**Interchange Committee.**

Mr. Kearney: As Transportation members of this Committee I nominate the Wabash and Frisco.

Mr. Somerville: I second the motion.

Carried unanimously.

Mr. Kearney: As the Mechanical members of the Committee I nominate Terminal, Vandalia and Missouri Pacific.

Mr. Baldwin: I second the motion.

Carried unanimously.

There being no further business the meeting adjourned at 12:30 p. m.

Respectfully,

J. ROTHSCILD,

Secretary.

E. RYDER,

President.

## KANSAS CITY DIVISION.

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Proceedings of the Regular Monthly Meeting of the Kansas City Division of  
Central Association of Railroad Officers held at the Savoy Hotel,  
Kansas City, Mo., Monday, December 10th, 1906.

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The meeting was called to order at 2:30 p. m. by the President, Mr. J. P. Cummings, with the following representatives present:

A. T. & S. F. Ry.....	H. W. Sharp.....	Superintendent.
C. & A. Ry.....	W. M. Corbett.....	Superintendent.
C. B. & Q. Ry.....	J. P. Cummings.....	Superintendent.
C. G. W. Ry.....	J. H. Lyman.....	Gen. Agent.
C. M. & St. P. Ry.....	J. S. Adsit.....	Superintendent.
C. R. I. & P. Ry.....	H. R. Saunders.....	Superintendent.
K. C. Southern Ry.....	F. S. Rawlins.....	Supt. Trans.
M. K. & T. Ry.....	Not represented.	
Mo. Pacific Ry.....	C. E. Carson.....	Superintendent.
Mo. Pacific Ry.....	R. P. Isitt.....	Agent.
St. L. & S. F. Ry.....	J. E. Hutchison.....	Superintendent.
Union Pacific R. R.....	W. S. Basinger.....	Train Master.
Wabash R. R.....	Not represented.	

K. C. Belt Ry..... A. J. Stewart....Representing Supt.  
K. C. N. W. Ry..... C. E. Carson.  
L. K. & W. Ry..... W. S. Basinger.....Train Master.  
Q. O. & K. C. R. R..... W. H. McHattie.Car Service Agent.  
St. J. & G. I. Ry.....C. E. Hedrix.....Train Master.

Mr. F. W. Trapnell, Chief Interchange Inspector.

President: If there are no objections, the minutes of the last meeting will stand approved as printed.

#### **Unfinished Business.**

##### **Pro-Rating Charge for Grain Doors.**

**Secretary:** The question of pro-rating the expense for grain doors on through shipments of grain was brought up at the last meeting, through a letter from Mr. A. T. Palmer of the Union Pacific. I was instructed to look up the records on the subject.

So far as I can find, there never has been a rule adopted in this Association covering the question of grain doors on through billed shipments of grain. I find in the meeting of the Association February 10, 1897, that the question was brought up and a resolution was submitted which referred to rules which had been adopted by the Chicago Association of General Superintendents, and approved by the General Managers' Association. The matter was carried over from that meeting and at the meeting April 14 of the same year, the question was tabled.

Mr. Basinger: I have a copy of the agreement that was signed by the General Superintendents of Kansas City Lines, effective June 1, 1900. The agreement is as follows:

**First:** That for all cars loaded with grain or other commodities requiring grain doors, and going beyond the road loading the same, a charge for grain doors, at cost, not to



exceed 35 cents for each grain door, be made for all temporary grain doors furnished, not exceeding four doors in any one car; this expense to be borne pro rata on the basis of the revenue derived by each road over which such car is moved, from the initial point to destination not including a switching road.

Second: We further recommend that this matter should be handled through Freight Claim Agents and settlements made by the auditors.

S. E. Crance, K. C. St. J. & C. B. Ry.

W. J. Underwood, C. M. & St. P. Ry.

F. S. Rawlins, K. C. B. & G. Ry.

H. L. Magee, Wabash R. R.

N. J. Donaldson, St. L. & S. F. Ry.

W. M. Hobbs, C. R. I. & P. Ry.

J. H. Barrett, C. & A. Ry.

F. R. Hammond, K. C. Ft. S. & M. Ry.

J. O. Brinkerhoff, U. P. R. R.

..... Mo. Pac. Ry.

C. F. Resseguie, A. T. & S. F. Ry.

..... M. K. & T. Ry.

Our Mr. Park referred the matter to us and requested that this Association take some action upon it.

Mr. Rawlins: The members could sign that agreement if they wanted to. It was sent to us and we considered that we would be better off with the agreement and signed it. I think it was the result of the meeting of General Superintendents in Chicago, but I think it has been practically a dead letter.

Mr. Basinger: The matter was referred to Mr. Palmer by our General Superintendent, and we would like to be enabled to make a reply.

President: You have heard the communication from the Union Pacific. What shall we do with it?

Mr. Hutchison: I think we should answer the Union Pacific that this is a matter that is not in the jurisdiction of this Association.

President: I will ask the Secretary to answer Mr. Palmer's

letter and advise him that as this Association legislates for Kansas City territory only, this matter does not come within its jurisdiction. If there are no objections that will be done, and we will pass on to the next question.

Mr. Carson: Is not the present method of gathering up grain doors at the elevators at Kansas City more satisfactory than it has ever been?

Mr. Sharp: For the six lines that are doing it, it is.

### **Board of Trade Inspection of Grain.**

Secretary: In regard to Board of Trade Inspection of Grain, as instructed at the last meeting, I wrote Mr. Bigelow under date of November 16 as follows:

“At the meeting of this Association November 12, the question of inspection of grain in railroad yards by Board of Trade Inspectors, was discussed and I was requested to advise you that the roads will be willing to allow Board of Trade Inspectors access to their yards for the purpose of inspecting grain, on condition that a complete record be kept of all cars opened, numbers of seals broken, and that cars be resealed and numbers of new seals applied recorded; that such records be made permanent and in such form as to be accessible for inspection by the railroad companies at all times; and further, that the Board of Trade furnish each railroad company a liability bond to protect the railroads against liability in case of personal injury of Inspectors while in the railroad yards.

“Will you kindly lay this matter before your Board, and advise action taken?”

Mr. Bigelow advised me under date of November 17 that the matter had been referred by him to Mr. H. G. Wilson, Manager of the Transportation Department of the Board of Trade.

Mr. Wilson wrote me on November 30, as follows:

"With reference to yours of November 16 to Secretary Bigelow, with reference to releasing railroads from liability of personal damage to Board of Trade samplers while in the yards of railroads in pursuance of their duties:

"In the first place, in line with our personal discussion of this subject on the 28th inst., I will say that the Board of Trade is disposed to comply with the request of the railroads if it is found possible and consistent to do so, and providing this is the action taken at other market centers where similar conditions prevail. I will state, however, that we have made an investigation of the matter and find that such a demand has not been made of the markets at St. Louis, Chicago, Minneapolis and St. Joe, and we feel that the request should not be made exclusively on this market.

"We have made some investigation as to the possibility of securing some bond for releasing the railroads from this liability if it should finally be deemed expedient to do so, but we are unable to learn that any bond company is willing to assume the risk in this manner. The employers' liability insurance will not cover.

"It is possible that the same release given by the samplers individually to the several railroads as is taken by the railroads of their trainmen, might answer the purpose, and I would be glad to have you favor me with a blank of such release.

"It is possible that in your discussion of this matter you may have discussed ways and means by which this release is to be accomplished, and if so, we should be glad to have the benefit of your suggestions.

"Should it be desirable to have a personal conference on the subject, the undersigned will be pleased to attend such a conference at the convenience of the Association.

"Please understand that we are desirous of complying with your request if it is reasonable and can reasonably be accomplished without unnecessary expense and providing that only the same practice is enforced here that is in effect at other centers."

President: You have heard correspondence from Mr. Wilson in regard to the matter, what shall we do?

Mr. Sharp: I move that the Secretary be instructed to advise the proper representative of the Board of Trade that we feel that our request should be complied with and if they see fit not to do so, that all lines will have to take action to keep their inspectors out of the railroad yards.

Mr. Lyman: I second the motion.

Mr. Saunders: I do not see how you can make it apply on grain and grain products, unless you make it apply on hay and fruit. On freight inspected in the freight yard, the liability is greater. On the team track we have men employed to see that the cars are closed and they keep the seal records.

Mr. Sharp: You have no law that makes you allow these men to go in your yards. These men get samples on the arrival of the trains. Over 50 percent of the grain inspected by the Board of Trade is inspected while the train is in motion.

Mr. Hedrix: I am willing to have them go into my yard at any place if they will keep records of all the seals broken and new ones applied.

Motion put to vote and lost.

President: I notice that Mr. Wilson in his communication did not touch upon the question of seal records.

Mr. Carson: I move that the Secretary be instructed to take the matter up further with Mr. Wilson of the Board of Trade, and tell him that it is the sense of this Association that they should arrange to have the seal records placed where they can be examined by the representatives of the railroad companies at all times, in addition to keeping a correct record of all seals broken and new ones applied.

Mr. Sharp: We do not want to lay ourselves liable for personal injury if we allow those inspectors to go into our yard. If we kill a man we want to be in shape to defend ourselves as far as we can.

Mr. Lyman: I move that the Secretary continue the correspondence with Mr. Wilson of the Board of Trade on the seal record proposition, and find out what they are willing to do.

Motion seconded, put to vote and carried.

### **Delivering Bills With Cars.**

Secretary: The matter of delivering bills with or in advance of cars, was brought up at the last meeting and I was instructed to write the Superintendents in regard to the matter which I did under date of November 16, as follows:

"At the meeting of this Association, November 12, the matter of delivering way bills for through shipments to connecting lines with or in advance of the cars was discussed.

"Several of the Superintendents stated that serious delays to freight besides expense of rehandling and liability of damage to cars is being encountered by reason of way bills not being received until some hours after receipt of cars. On resolution of Mr. Saunders, I was instructed to write each Superintendent, requesting that he investigate this question as affecting his company, and furnish for our next meeting a statement covering a period of ten days, giving actual figures as to cars delayed for bills, and the number of extra moves necessitated thereby; also that he investigate the practicability of delivering bills with, or in advance of cars by his company, including estimate as to increased expense, if any, such an arrangement would entail."

President: I understand there are a number of the lines that are not ready to report, and suggest that the matter be held over until the next meeting for full report. If there are no objections we will pass on to the next.

### **Correspondence.**

#### **Admission of Chattanooga Division to Membership.**

Secretary: I have a letter from Mr. O. G. Fetter, General Secretary, under date of September 13, submitting an application from the Chattanooga Division for admission to the Central Association of Railroad Officers, and asking for vote of this Division on the matter.

Question was put to vote and carried.

#### **Compiled Rules and Resolutions of All Divisions.**

Secretary: I had a request from Secretary Fetter under date of September 1, asking how many copies of a book of Rules and Resolutions of all Divisions I wanted, and I wrote him about 100 copies. I understand several of the members have received a copy direct and I now have the hundred copies at the office which he sent me. I will ask him what they are for.

#### **Heavy Timbers on One Car a Non-Transferable Commodity.**

Secretary: Under date of December 10, I received a letter from Mr. Corbett of the C. & A. as follows:

"The question has arisen as to whether heavy timbers on single cars are transferable or not. The resolution covering transferable commodities provides that 'telegraph poles, long timbers or lumber when loaded on two flat cars are non-transferable.' Later by resolution, this was amended to read 'telegraph poles and telephone poles whether loaded on one or two cars.' Heavy timbers are certainly analogous and should be treated the same. Please let us hear from you as to what the Association ruling is."

President: What is the understanding of the members as

to what constitutes heavy timbers and whether they are transferable or not.

Mr. Carson: A square piece 30 feet in length, 12 by 12 can be handled without damage to the commodity, and only requires a little extra muscle.

Mr. Sharp: If you put heavy timbers on single cars on the non-transferable list, it will make the Southern, the M. K. & T., and Frisco lose a lot of cars they should not lose.

Mr. Isitt: There is no trouble in transferring heavy timbers if they are squared.

Mr. Corbett: I move that heavy timbers loaded on single cars that cannot be handled by two men be added to the non-transferable list.

Motion seconded.

Mr. Rawlins: I think that you are making a mistake if such an indefinite resolution as that is passed. The only effect that will have will be the placing the cost of the transfer for cars in bad order.

Mr. Corbett: Heavy timbers speak for themselves.

Mr. Sharp: The Chief Inspector would have to pass on the bad order car.

President: Mr. Trapnell, what do you consider heavy timbers?

Mr. Trapnell: I should figure timbers 12 by 12 as heavy timbers.

Motion put to vote and lost.

#### **Reports of Committees.**

#### **Revision of Rules.**

President: Has the Committee on Rules a report?

Mr. Sharp: As Chairman of the Rules Committee and the Pneumatic Tube System Committee, I ask for further time.

President: If there are no objections, further time will be granted.

**Interchange Inspection.**

**Amending the Preamble.**

Secretary: The matter of amending the Preamble was carried over from the last meeting.

Vote taken and resulted as follows: eight aye, two no.

Two roads to hear from. Result of entire vote to be announced at the next meeting.

**Cars Set Back for Minor Safety Appliance Defects.**

Secretary: I was instructed at the last meeting to write the Union Pacific and Mo. Pacific railroads in regard to heavy increase in cars set back by them on account defective safety appliances.

Mr. Brinkerhoff of the Union Pacific wrote me under date of November 18, as follows:

"Yours of the 16th inst., concerning meeting of the Association on November 12, in regard to the advices from the Chief Interchange Inspector in regard to handling cars with minor federal defects.

"I do not agree with the Association in this matter. It is just as easy for the delivering line to remedy the defects as to set the cars over to the receiving road to make the repairs. Furthermore, we are laying ourselves liable under the law by handling such cars where the defects exist.

"I would also like to have in writing a copy of Secretary Mosely's advice to Chief Interchange Inspector Trapnell. Do not want anything that Secretary Mosely of the Interstate Commerce Commission said verbally, but want a copy of what he has written Mr. Trapnell. We have never been able to get such concessions."



I answered Mr. Brinkerhoff under date of November and sent him copy of Mr. Mosely's letters to Mr. Trapnell, but have heard nothing further from him.

Mr. Basinger: I was talking with Mr. Brinkerhoff and said that he would not recede from his position.

President: How about the Missouri Pacific?

Mr. Carson: I have the matter up with the Management.

#### **Bad Order Set Back Cards.**

Secretary: I have a letter from Mr. Corbett to Mr. Cummings under date of November 27, submitting a letter from Mr. A. Isaacs, Car Foreman on the C. & A., to Mr. Corbett follows:

"As before stated, I believe it would be better to have the name of the road setting the car back on the set back card. I herewith enclose a sample card of those formerly used by the C. & A. I do not know that it would be of any special benefit to have the C. & A. cards, only, marked in this manner, but do believe it would be a good idea to have them all marked. There should not be much difference in the cost of printing. I do not think much of the rubber stamp proposition so long as we are going to pay for the printing of the cards."

Mr. Adsit: I move that the card show the name of the road setting car back.

Mr. Corbett: I second the motion.

Mr. Trapnell: It was decided by the Association that there should be a uniform card, and I was asked to get samples of all the cards from the different roads and submit the one I thought the best. Of all those I got, only two I believe. In the name of the road printed on them, so a card was decided on without the name of the road on it.

President: The cost of printing the cards if the name of each road were put on them, would be increased one cent twelve.

Mr. Sharp: If you are going to do that, why not have each road print their own cards.

(Mr. Saunders takes the Chair).

Mr. Corbett: I would suggest that each road confer with their Mechanical Department and see which is most desirable.

Mr. Sharp: I move as amendment to Mr. Adsit's motion, that no further action be taken, and that the matter be left as it is.

Mr. Cummings: I second the motion.

Amendment to the original motion put to vote and carried.

President: The original card as adopted by the Association will remain in use as at present.

(Mr. Cummings resumes the Chair).

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**Report of Meeting of Standing Committee on Interchange  
Inspection Held December 4.**

There were present:

J. S. Adsit, Superintendent, C. M. & St. P. Ry.

J. P. Cummings, Superintendent, C. B. & Q. Ry.

H. A. Bantleon, General Foreman, Union Pacific R. R.

F. W. Trapnell, Chief Interchange Inspector, also representing

H. N. Calderwood, G. F. C. D., A. T. & S. F. Ry.

The minutes of the last meeting were read and approved.

The monthly letter of the Chief Interchange Inspector, and his statement of business handled was read and approved.

The monthly letter carried with it only one recommendation which is:

"At a meeting of the Southwestern Car Foremen's Association held November 15, it was unanimously recommended that when inspectors make notations of damage on sides of car, that they use "R" and "L" to be arrived at as follows:

When the Inspector is facing the car on the Brake Stand "R" for right and "L" for left. That would do away with the terms now used, east, west, north and south, and would also stop confusion if the car should be turned around which it often is."

Mr. Sharp: I move that the report be received and approved.

Mr. Hutchison: I second the motion.

Carried.

Report of business handled for the month of November as follows:

	Nov. '06	Nov. '05	Inc. or Dec.	Oct. '06	Dec. or Inc.
Cars handled .....	67872	75886	Dec. 8014	75597	Dec. 77
Cars checked .....	1209	837	Inc. 372	1377	Dec. 10
Defect cards issued.....	1045	1100	Dec. 55	1360	Dec. 3
Defect cards cancelled....	52	23	Inc. 29	51	Inc.
Correspondence handled ...	1040	653	Inc. 387	863	Inc. 1
Transfer order issued.....	299	97	Inc. 202	297	Inc.
Cars set back account low couplers.....	55			517	Dec. 6
Cars set back account high couplers.....	11			13	Dec.
Cars set back account other penalty defects.....	134			257	Dec. 1
Total set back for defective safety appliances.....	200			387	Dec. 18

#### Election of Officers for 1907.

Secretary: The next is the Election of Officers for the next year. The Rules provide that Officers shall be elected by ballot.

Mr. Corbett: I move that the rules be suspended and that the Secretary be instructed to cast the ballot for Mr. Cummings for President and Mr. Saunders for Vice-President.

Mr. Carson: I second the motion.

Carried

Mr. Rawlins: I move that the rules be suspended and that the President cast the unanimous vote for Mr. Garrigues for Secretary-Treasurer.

Motion seconded, put to vote and carried.

**Roads Giving Notice of Non-Observance of Certain Rules.**

Resolution No. 35—Local Per Diem Rules, K. C. Belt Ry.

Resolution No. 36—Embargoing Switching Traffic, A. T. & S. F. Ry., C. G. W. and Mo. Pacific.

Resolution No. 21—Car Rental, St. L. & S. F. (will not surrender car rental to car owner).

Interchange Inspection Agreement, K. C. Belt, K. C. N. W., L. K. & W., Q. O. & K. C., and St. J. & G. I.

There being no further business, the meeting adjourned.

Date of next regular meeting January 14, 1907.

B. H. GARRIGUES,  
Secretary.

J. P. CUMMINGS,  
President.

**LOUISVILLE DIVISION.**

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Mr. O. G. Fetter, General Secretary,  
Central Association of Railroad Officers,  
Cincinnati, Ohio.

Dear Sir: This is to advise that there was no December meeting of the Louisville Division, account of no quorum.

Yours truly,

J. C. LOOMIS.

**DETROIT DIVISION.**

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O. G. Fetter, Secretary,  
Central Association of Railroad Officers,  
Cincinnati, Ohio.

Dear Sir: There was not a quorum of the Detroit Division,  
Central Association of Railroad Officers, on December 14, 1906.

Yours truly,

E. S. MAXWELL,  
Secretary.

## DENVER DIVISION.

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Proceedings of the Regular Monthly Meeting, held in Room 19, Union Depot,  
Denver, Colorado, at 2 o'clock p. m., Friday, Dec. 13th, 1906.

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Meeting was called to order at 2:00 p. m. with President  
Stenger presiding

Following was representation:

A. T. & S. F. Ry.....	C. H. Bristol.....	Superintendent.
C. B. & Q. R. R.....	C. W. Loomis.....	Agent.
C. B. & Q. R. R.....	E. E. Young.....	Trainmaster.
Colo. & Southern Ry....	S. S. Morris.....	Superintendent.
Colo. & Southern Ry....	A. F. Brewer.....	Supt. Car Service.
Colo. & Southern Ry....	John Dwyer.....	Supt. Cheyenne.
Colo. & Southern Ry....	H. E. Renick.....	Trainmaster.
D. N. W. & P. R. R.....	Geo. R. Simmons....	Asst. Gen. Mgr.
D. N. W. & P. R. R.....	W. H. Dickson.....	Trainmaster.
D. & R. G. R. R.....	F. R. Rockwell.....	Superintendent.
D. & R. G. R. R.....	E. W. Spencer....	Supt. Car Service.
C. R. I. & P. Frisco.....	G. W. Martin....	Gen. Agt. Denver.
C. R. I. & P. Frisco.....	A. T. Abbott..	Div. Supt., Colo. Sprs.
Colorado Midland.....	J. C. Vining.....	Gen. Supt.

Colorado Midland..... P. H. Cosgrave. Gen. Foreman Car D.  
Union Pacific..... E. Stenger..... Superintendent.  
Union Pacific..... W. C. McKeown..... Asst. Supt.  
Union Pacific..... G. H. Likert..... Master Mechanic.  
Union Pacific..... P. McNamara..... Gen. Car Foreman.  
Union Pacific..... R. Rivett..... Gen. Car Inspector.  
Colo. & Wyoming..... Not represented.  
Missouri Pacific..... Not represented.

Visitors: Luther M. Walter, Attorney I. C. C., Washington,  
D. C., C. F. Merrill and J. F. Ensign, Inspectors Interstate  
Commerce Commission.

Chairman: If no objections the minutes of the previous  
meeting will stand as printed.

### **Car Interchange.**

Chairman: The Car Interchange Committee have made  
their report; will the Secretary please read same?

Denver, Colorado, December 14, 1906.

The Central Association of Railroad Officers,  
Denver, Colorado.

Gentlemen: The undersigned Committee appointed to  
obtain the further views of the various members of the Asso-  
ciation has been so busy that it has not had an opportunity of  
conducting an extensive correspondence, but is firmly of the  
opinion that the present rule, viz., "That bad order cars be  
transferred when necessary, at the expense of, and by the  
receiving line to avoid delay and extra switching," is unsatis-  
factory to a majority of the members, and therefore recom-  
mend the adoption of the following rules, which will govern  
at all interchange points in Colorado.

Delivering line will pay cost of transfer—

1. When transfer is made upon its request.



2. When transfer is made account car in bad order wh delivered.

3. When transfer is made account car or load exceedi clearance of receiving line.

4. When transfer is made by reason of cars being ov loaded.

5. When transfer is made account shifted load.

Receiving line will pay cost of transfer—

1. When it is made to save mileage and per diem on : own rails.

Yours truly,

(Signed) C. H. Bristol

Geo. R. Simmons

A. F. Brewer

Committee.

Chairman: What is the pleasure of the Association; wh disposition shall be made of this Report?

Mr. Vining: I move the report be accepted and the Co mittee be discharged.

Seconded by Mr. Morris.

Chairman: It has been moved and seconded that t report of the Committee on Interchange Cars be received a the Committee discharged.

Carried.

Mr. Brewer: I move that these rules as recommended the Committee be adopted.

Seconded.

Chairman: Any remarks?

Mr. Martin: Why does it work a hardship to the rece ing line to make the transfer?

Chairman: This question was first raised by the Santa and as there may be quite a number of members present tod who have not been present in the past, it might be well for M Bristol to give us a talk.

Mr. Bristol: I don't want to make a talk on the subject, but it seems to me that the rules which were adopted previously have not been lived up to; that nearly all of us have been in conflict; we have all had a few experiences in trying to handle our interchange under those rules and to a good many of us they have proven unsatisfactory. It seems that our eastern connections—Chicago, Kansas City, etc.,—have adopted this new plan and it was the object of the Santa Fe to get the adoption of uniform rules. I do not doubt in the least but that the rule has been, in many cases, abused by perhaps one side or the other, simply because the other side would not do what it ought to do, or what the receiving or delivering line understood. I know there has been a conflict about it in Pueblo, Colorado Springs, Trinidad and Walsenburg, although I am not familiar with just how it has worked in Denver. It is the idea to adopt such explicit rules that they can be understood absolutely and lived up to.

Mr. McNamara: So far as our lines are concerned in Denver, it has been very satisfactory.

Mr. Rivett: Its purpose is to facilitate the movement of cars.

Mr. Bristol: I think that could be continued except in billing cars for repairs; that refers only to transfers and not to the matter of repairing cars.

Mr. Rockwell: As I understand it, the rule as originally adopted, was for the purpose of expediting the movement of cars placed on transfer tracks. This proposed rule will not in any way affect the rule now in effect, with the exception that the delivering line will now be required to make the transfer of the load in many cases, where heretofore the receiving line did so, and it seems to me that this is as it should be, as the delivering line was not always careful heretofore, and very often used the present method to their advantage, at the expense of the receiving line. Bad order cars will go over the transfers just as expeditiously under this proposed Amendment (for that is really what it is) as under the old rules.

Chairman: Are you prepared to vote on the question? If so the Secretary will call the roll.

Result of roll-call: Ayes—A. T. & S. F., C. B. & Q., C. I. & P., C. M. Ry., C. & S. Ry., D. N. W. & P., D. & R. No—U. P.

Motion carried.

Chairman: Is the Committee on grain doors ready to report?

Mr. Rockwell: I will try and have Mr. Miller here at the next meeting.

Chairman: I would like to hear some discussion on the question raised by Mr. Rockwell at the last meeting. I think some of the roads in Denver are now refusing to handle cars with interstate defects.

Mr. Rockwell: I think the U. P. is the only road in Colorado that does that, but I really think that before we go into that proposition we ought to have a mechanical man here from every railroad. As I understand it, your road is the one refusing to touch defective cars; that is, here in Denver I really feel that we are going to get into trouble one of these days for touching them, but it also seems a pretty big thing to tackle.

Chairman: If a car has an interstate defect the Joint Inspectors mark it "Don't handle" and we pull the transfer up to that car and will not touch that car until the road offering it to us either repairs it or takes it off the transfer; that is the position of the Union Pacific.

Mr. Rockwell: I understand they had a case in St. Louis where a southern road delivered to a terminal five or six cars with defects and they fined both of them; both the receiving and delivering roads. The reason I brought this question was that we take such cars off the transfer from the Santa Fe and Colorado and Southern and haul them about a mile before we can put them on the delivery track of the Santa Fe and I am afraid all the time we are going to get into trouble with it.

Chairman: What is the pleasure of the Association in regard to this question brought up by Mr. Rockwell?

Mr. Morris: Is it possible to get an expression of opinion from the Interstate Commerce Commission?

Mr. Rivett: There are some Government Inspectors stopping at the Savoy Hotel now. Shall I invite them down?

Chairman: Yes, ask them to come down.

Mr. Rockwell: I make the motion that the representatives of all lines interested be invited to be in attendance at our next regular meeting in order to have a full discussion of the question of moving cars off transfers which have interstate defects.

Seconded and carried.

Mr. Rivett: Mr. Chairman I have telephoned to Mr. Merrill at the Savoy and he states that Mr. Walters, the attorney for the Commission, and also Mr. Ensign, will be down here as soon as they can get down.

President: Mr. Abbott has a question he would like to bring before the Association for informal discussion.

Mr. Abbott: I don't know whether other roads are finding it as hard to supply commercial coal to the trade as we are, but at this time it seems very difficult to get coal—whether it is the fault of the mines or from some other cause, it is a well known fact among ourselves that we are very short of coal at the present time.

Mr. Simmons: You don't mean to say that the Rock Island has a copy-right on its being short of coal.

Mr. Rockwell: I don't believe there is a road in Colorado but what has this same difficulty.

Mr. Bristol: We have orders in for 1500 tons of company coal per day from the Trinidad district and we are not getting half of that—some days as low as 12 cars.

Mr. Rockwell: I have made a complete canvass of the mines and there is not a mine down there that could not use

at least 50 more men if they could get them. One mine last month paid the fare of 22 Slavs from Pittsburg and they only worked two days and left for new fields.

Mr. Abbott: It is then largely labor conditions?

Mr. Rockwell: Yes.

Chairman: The next matter is the election of officers for the ensuing year and nominations for President will be in order.

Mr. Rockwell: I would like to place in nomination the name of Mr. Stenger our present President.

Seconded

Mr. Stenger: I just can't do it; I appreciate the compliment and am perfectly sincere when I say that I cannot accept a second term: there are better men right here, more competent to handle it and I would like to have you nominate someone else; I cannot serve.

Mr. Brewer: As long as the Chair is so arbitrary I move we nominate Mr. Simmons.

Seconded and unanimously elected.

Mr. Simmons: In accepting this office I trust you will not expect from me as efficient service as you have had from the presiding officer now in the Chair. It is incumbent upon me to say that I thank you. I do not thank you solely because it is incumbent upon me, because I do appreciate sincerely the honor you have conferred upon me. I consider it an honor and thank you heartily and shall, as my predecessor, give you the best effort I can.

Other officers, all unanimously elected, were Mr. A. F. Brewer, Vice-President, Mr. E. E. Hill, Secretary-Treasurer, Messrs. A. T. Abbott, C. H. Bristol, F. R. Rockwell and J. C. Vining, Executive Committee.

President: The Secretary has made a valuable suggestion which I think it may be well to act upon and that is that a Committee be appointed by the Association for the purpose of

suggesting topics for discussion at the next meeting. If it meets with your approval we will be pleased to have somebody take the matter up in the form of a motion.

Mr. Simmons: I move the Chair appoint a committee of three to suggest topics for discussion at the next meeting.

Seconded.

President: It has been moved and seconded that a committee of three be appointed to select topics for discussion at the next meeting, and I would like to suggest that the topics be submitted to the Secretary and be included in the call. The Chair will appoint Mr. Simmons, Mr. Abbott and Mr. Morris as such Committee.

(At this point Mr. Rivett entered the room accompanied by Mr. Luther M. Walter, Mr. C. F. Merrill and Mr. John F. Ensign, members of the Interstate Commerce Commission and introduced the gentlemen to the President and members of the Association.)

President: One of the questions that has been up on numerous occasions before this Association has been the question of interchange of cars that have Interstate Commerce defects and as Mr. Rivett informed the Association of your presence in the city at this time, the Association thought it might be a good opportunity to get some information as to the best method of handling such cars. In other words, we would like an expression as to what constitutes a violation of the Interstate Commerce Act in the handling of interchange cars that have defects; how you gentlemen think they should be handled in order to comply with the law.

In response to this invitation, Mr. Walter, the attorney for the commission, spoke as follows:

Mr. President and Gentlemen of the Association:

The gentlemen with me have asked me to act as spokesman.

I am not a practical car man. The only knowledge I have

gained has been in the course of these cases which have been brought in different parts of the country.

I desire to preface what I may say to you with the statement that I would not attempt in any way to make any statement which will be in any wise binding upon the Commission, because I am simply an employe and carry out my instructions, and what I say is entirely informal. I am willing, if it be put in writing, that all may see it and look over; but I do not care to have it published broadcast. It is simply an informal talk with you gentlemen.

It may be of interest to you to know what the Commission wants to do in this matter, and how it is trying to do it.

The law has been on the statute books since 1893; it did not go into effect, so far as penalties are concerned, until 1898, and about two years thereafter, or August, 1900; then in 1903, an amendment was made providing for a penalty.

The Commission is charged, under the statutes, with the duty of seeing that this law is obeyed and its provisions complied with.

For a number of years we tried correspondence with the various railroads, with more or less effect, but the importance of the statutes to the trainmen and the men who handle the cars was not fully appreciated. Complaints from the men whom the statute was designed to protect made it imperative that action be brought in the courts. At first prosecutions were only brought for small amounts against the railroad companies; if we brought five or six suits, and they paid the penalty in one, it was dropped. That went on for a year or two; complaints were still coming in; the Commission resolved upon acting with the Department of Justice in a plan of campaign which amounted to this: That whenever a defect was found on a car, and that car was moved from the point where the repairs could have been made, or where they should have been made, that suit should be begun in every instance for the penalty. That plan is in effect now, and in every instance, until within a few days, and in this district, judgment was obtained. Here we have had a little temporary set-back. Now, we construe the law to mean that

That whenever a car is moved a long or short distance with the couplings in such condition that a man has to go between cars in order to operate that coupling, the statute is violated; that the grab irons must be there; in short, that the various appliances mentioned in the statute should be, not only there, but in such condition that they can be used for the purpose for which they were intended.

We make no distinction between a car which is carrying state traffic and a car which is carrying traffic between states—no matter where it is used. Now, accidents may occur—they do occur—where you have no repair shops. Something has to be done, some action must be taken; but such action must be taken which will at the same time make the movement the least risk for the men who handle the car.

As an instance, down in Iowa we brought suit against one of the roads for hauling a chained-up car 329 miles to the shops. It went through three or more repair stations. The car was off the trucks in the ditch, and could have been put on a flat, and the court held that a haul of that distance was a violation of the statute.

The life of an employe of a railroad is worth more than it costs to keep a repair point for a whole year.

I like this work, because the railroads are co-operating with the Commission. I want to say that there are a number of roads in this country where you can travel hundreds of miles and not find a single defect. High operating officials say that, aside from the saving to the equipment itself, the condition of the cars is such that wrecks do not occur so frequently. When a bolt becomes loose, careful inspection finds it, and they are saved from continual shaking up and weakening.

In a good many instances there has been a tendency on the part of trainmen to keep cars on the road when the repair force wanted the cars left on the siding that certain repairs might be made.

To show how important is the least detail in the repair of a car was the accident on the Southern road not long ago, which was traced back to an oversight on the part of the con-



ductor of the train. An inspector found that one of the knuckles on the forward part of the car was not held in place by the lock block. The inspector and repair man said, "Set it out while we fix it." The conductor said, "No; I have fixed them often, and I can fix that one;" and he dropped a couple of nuts in the block and went out on the road against the protest of the inspector and car repairer. The knuckle opened and the train parted. Of course, the brakes applied themselves to the rear cars. While they were trying to repair that knuckle, and before the flagman could get back around the curve, another train crashed into the rear of the train and killed the President of the road. So it is seen that a coupling must couple by impact, and so that a man does not have to go between cars. This one instance shows how important it is to look after small details.

Now, this question of interchange is a great big question. I am not prepared to say what should be done. I only know this: that if every road refuses to receive from its connecting lines any car which is defective, that car will not be hauled far in a defective condition. Now, all this is left for you to work out; all that we can do and all that we are trying to do is this: to impress upon the operating officials that if you haul this car and subject your men to the risk of going between cars, or if you do not have the requisite percentage of air, or if your hand-holds are gone and you have not done what we think should be done to repair that car or remedy the defect, we will have to prosecute you.

Now, a car hauled by corporation "A" to be turned over to corporation "B" with the grab-iron gone, and other defects. You have no right, under the law, to receive that car, and can not without incurring the penalty. Now the question arises, Who shall repair that car? Speaking personally, I think it makes no difference in the eye of the law who repairs the car; it is a question for A and B to settle between themselves. The car should be repaired; every movement means that the men have got to handle it. Railroading is one of the most hazardous occupations in the world today. The life of a railroad man is worth too much and these repairs cost

too little to make any course possible save the highest diligence to keep them in repair.

This is about all I can say to you, except to say that I am very much obliged to you; it is quite a compliment to be asked to come here today, and I assure you of my sincere effort to co-operate with you in your work.

Mr. Rockwell: There has been some little controversy about interchange of cars with interstate defects; some of the railroads take these cars off the the transfer, off the receiving track, and set them right back on the delivery track, in order to facilitate business and keep from blocking the transfers; others will pull the transfer, but without touching it further than to uncouple it. One of the inspectors, I believe, has said that if such a car were taken off the transfer and repaired, the road receiving and repairing the car would be held liable with the road delivering it; but if, in order to facilitate business, they simply took that car and kicked it back to the delivering track, to the delivering line, then the delivering line only would be held liable. I don't know whether you are in a position to give us any light on that question; of course, you know better than I do; I am sure that the Association would be very glad to know.

Mr. Walter: I will tell you frankly that I can not answer you one way or the other. Here is a string of 14 cars to be delivered to B from A, and is set in on the transfer track; we will say that the transfer track is the property of B, and there is a defect in the tenth car; we will say the lever is gone on the end of the tenth car. Now, as I understand your question, some of the roads in the position of B would handle four cars up to the tenth; that would leave the balance of these ten cars standing; other lines would take the cars down to the tenth car—these first four cars—and put them on proper track, and would then take this tenth car, couple on to it and set it back on the line of A, and insist that A repair it.

Now, I do not express any opinion at all as to what should or should not be done. The strict letter of the law says that

the car shall not be moved, or hauled, or used, or permitted to be hauled or used, in a defective condition.

We will say that the defect is not discovered until it is on the transfer track; a switchman finds it when he cuts out the eleventh car. Now must that car stand there and block these nine other cars until repair can be made by B, or shall it be taken back to A and say, "You did not inspect this car and make the repairs as you should have done"? This is a question that will have to be solved by the railroad company. We are not going to ask the impossible of you. I hardly apprehend that there would be any prosecution in a case of that kind. If A has no inspector there to look after these cars, before he delivers them to B, it seems he is not doing what he ought to do. Now, in the big yards throughout the country the rule is in force, as I understand it, that in such a case as you have described, B would not receive that car, would not move it, would not switch it, until A made the repairs, even where it is set in with those nine other cars. But it can not remain there; it must be moved to where it can be repaired, but it must always be so done that the switchman does not have to go in between in order to handle.

In Chicago these defects have been practically wiped out. This is a technical question, which, it seems to me, ought to be settled one way or the other; I do not think you will have any trouble about it, but what I might say might, in a measure, be construed as being the verdict of the Commission. I am not authorized to make any ruling on this case; I simply give you the facts as I look at them; it is a matter for the railroads to settle between themselves. The requirement of the Commission is that you see that these cars are in good condition; you have the widest scope, all that the Commission asks is that the statute is complied with, and so I can not say what you should do, one way or the other.

Mr. Rockwell: You give me this impression: that if the railroads persisted in handling cars of that character on the transfer, or shoved them back, they would be likely to get tripped up; but if it happened to be only an occasional case,

they might not hear from it. I am not trying to get you down; I am just telling you the impression you give me.

Mr. Walter: If company A repeatedly handles cars from company B, and knows, or should know, that they are in a defective condition, it seems to me it should pay for it. If on the contrary, B continually, knowing the defective condition of the cars, delivers them to A, I think it should pay the penalty also. I think there should be no distinction in the world so far as the violation is concerned. He is hauling defective cars to you; you are receiving them defective.

Mr. Merrill: I would say in Chicago that cars are interchanged in drags and delivered to connecting lines, and if the car is defective, the inspectors look it over and tell them that they do not accept that car, and the delivering line hauls it back. At the time of the interchange agreement at Chicago I was there with the rest of our boys, and while they thought at first it was going to be a great hardship to carry out that plan (and in fact it did delay 24 hours in some instances) they came right in and agreed heartily that that was the only way to do, and the cars were inspected before they left the original yards. I want to say, with great pleasure, that it is a rare thing today to find a car being detained in Chicago; we demand the safety appliances, and I can say that there is no detention of cars in transit. Of course, they have other things which no one can avoid. There is an inspector in the employ of the government, who looks after any isolated cases.

Mr. Rivett: I would like to know what constitutes a repair point.

Mr. Walter: No road can excuse itself by having only one place where repairs can be made; nor would it be reasonable to expect it to have a repair point every few miles. I think wherever there is likelihood of defects occurring, there should be a man there to make these repairs; I also think that—say every 100 miles as an average—there ought to be some way by which temporary repairs can be made. If the repairs can not be made, I believe that a man ought to be sent over the road for a number of miles, take a day's time,

and put that coupler in rather than use a chain. To my mind it is a most barbarous thing to have men apply a chain if it can be avoided. It is dangerous to cars; it is more dangerous to men.

Chairman: It has certainly been very kind of you gentlemen to come down here, and the Association wishes to extend its thanks to you and your associates for coming here and giving us this valuable advice.

Mr. Walter: I want to make this statement: You can see that it manifestly improper for us to give advice; I want it to be construed that what I am saying is not advice; I am simply giving you my views; you know more about these things than I do; it is simply an effort on my part to show you what I think on these matters.

Chairman: If there is nothing more before the Association, we will stand adjourned.

On motion, duly seconded, the meeting was thereupon adjourned.

E. STENGER,

President.

E. E. HILL,

Secretary.

## OMAHA DIVISION.

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Omaha, Neb., Dec. 19th, 1906.

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Meeting of Central Association of Railroad Officers, Omaha Division, called to order by President Nicoles with the following representation:

B. & M. R. R.....	E. Bignell.....	Superintendent.
C. B. & Q. R. R.....	C. T. Leonard.....	Superintendent.
C. & N-W. Ry.....		Not represented.
C. R. I. & P. Ry.....	C. L. Brown.....	Superintendent.
C. M. & St. P. Ry.....	J. H. Foster.....	Superintendent.
C. G. W. Ry.....	O. Cornelisen.....	Superintendent.
C. St. P. M. & O. Ry.....	F. E. Nicoles.....	Superintendent.
I. C. R. R.....	F. M. Jones.....	Superintendent.
Mo. Pacific Ry. Co.....		Not represented.
U. P. R. R. Co.....	W. D. Lincoln...	Car Service Agent.
Union Stock Yards Co...	J. H. Brady.....	Superintendent.
Wabash R. R. Co.....	J. E. Stumpf.....	Superintendent.
Wabash R. R. Co.....	M. G. Carter.....	Trainmaster.

Visitors: T. H. Yorke, Master Mechanic and E. Hacking, General Car Foreman, C. G. W. Ry., E. C. Stiles, G. Y. M., I. C. R. R., Mr. Murphy, Agent, Wabash R. R.

Minutes of last meeting were approved as printed and distributed.

### **Reading Communications.**

The Secretary read circular letter from General Secretary Fetter with reference to enforcing a rule approved by the American Railway Association looking to the elimination of posters of all kinds from freight cars. As this matter is covered by one of our proposed rules, it was thought best to allow the question to lay over for the present.

### **Reports of Committees.**

The Secretary read the report of the Committee appointed to investigate the betterment of conditions at South Omaha. It was, upon motion, duly accepted and ordered spread on the minutes:

Omaha, Neb., December 19, 1906.

“Report of Committee appointed at the November, 1906, meeting of the Central Association of Railroad Officers, Omaha Division, to investigate conditions at South Omaha, Neb., with a view to limiting the time for acceptance of live stock, similar to the agreement in effect with regard to packing house product.

Your Committee met at the Stock Yards Company's office, 10:00 a. m., December 4.

### **Representatives Present.**

Chairman, J. H. Brady, for the Union Stock Yards Co.  
J. H. Foster, for the C. M. & St. P. Ry. Co.  
C. L. Brown, for the C. R. I. & P. Ry. Co.  
O. Cornelisen, for the C. G. W. Ry.  
U. P. R. R. Co. not represented.

There were also present Mr. Wilkins, C. M. & St. P. Ry., and Mr. Burleigh, of the C. R. I. & P. Ry. Co.

After waiting for some time for the Union Pacific representative, the Committee looked over the terminals, and, from an informal discussion of the matter, it seemed to be the unanimous opinion that the track facilities at N street are inadequate for the prompt handling of the business, and that, under present conditions, it is not practicable to avoid more or less delay, and at times serious delay, in getting stock and packing house product to and from the Yard Company; and that some change in the trackage arrangements are necessary to relieve the situation. The only suggestion made was that it might be practicable for the U. P. R. R. to furnish more trackage south of Q street than is now available between N and Q streets for the receipt of business, and for the Yard Company to make deliveries at the former point. The Union Pacific not being represented, however, no definite conclusion could be reached, as it was not known how the latter Company would regard the proposition.

The Committee decided that, in view of the conditions and as a prospective decrease in receipts and shipments of live stock for some months would to some extent relieve the situation, it was not desirable at this time to meet a Committee from the Trader's Exchange with view to considering or discussing the proposition for an earlier closing of the shipping orders.

Mr. Ware, of the Union Pacific, called at the Chairman's office later in the day—after the Committee had adjourned.

Respectfully submitted,

(Signed) J. H. Brady, Chairman,  
J. H. Foster,  
O. Cornelisen,  
C. L. Brown,  
Committee."

After a good deal of discussion on the report, the following resolution was offered by Mr. E. Bignell, seconded by Mr. Foster and declared carried:

**"Resolved,** That it is the sense of this Association that,



after January 1, 1907, railroads will not accept at South Omaha small shipments of live stock, less than train load lots, later than 8:15 p. m."

Mr. Lincoln, representing the Union Pacific, while favoring the motion, wished the record to show that his line had an arrangement in effect whereby its stock was delivered and sent out much earlier but that the U. P. would not wait later than 8:15 p. m.

Mr. Brady, Union Stock Yards Company, wished his vote of "No" on the resolution to be inserted in the record.

### **Proposed Rules.**

Upon motion of Mr. E. Bignell, seconded by Mr. J. E. Stumpf, and duly carried, a Committee was appointed to check up the proposed rules with the idea of having them conform to the new Per Diem Rules and Car Hire agreement, owing to the fact that the latter have been gotten up and put in operation since our set was compiled. The President named the following Committee—F. M. Jones, Chairman, E. Bignell and W. D. Lincoln, the first named to advise the other members of date and place of meeting and to invite Mr. A. C. Jones, Manager Western Car Service Association, to meet with them, also to be present at our January 16, 1907, session, at which time report of the Committee will be presented.

### **Joint Car Inspection.**

This question was talked over at some length and upon motion of Mr. E. Bignell, seconded by Mr. Foster, it was decided that this Association should substitute the rules governing the Interchange of Cars at Chicago and vicinity for the Joint Inspection Rules in operation at Kansas City, those last mentioned having been recommended for adoption, with few local changes, in this territory.

Carried.

In this connection, the Secretary was instructed to procure a sufficient number of copies of the Chicago Rules and send them to each member, who will in turn hand copy to their individual Master Mechanics so they may be made acquainted with the purport of same before our next meeting, upon which occasion the question will be thoroughly canvassed.

### **New Business.**

Upon motion of Mr. F. M. Jones, seconded by Mr. Foster, the Secretary was directed to obtain from Secretary Garrigues, Kansas City Division, copies of their Switching Reclaim Rules (Mo. Valley Car Service and Storage Bureau) adopted September 14, 1906, with the idea of seeing how they will work in this territory. Members were asked to post themselves on these rules and be prepared to discuss them at January meeting.

### **Bills.**

Bill of the Central Association for November, 1906, expenses \$164.50, our proportion one-eleventh \$14.95, was approved for payment.

Meeting adjourned until Wednesday, January 16, 1907, 2:00 p. m.

J. R. DEWAR,  
Secretary.



## UNIFORMITY OF RULES

— GOVERNING —

### Interchange Inspection of Cars at Large Terminals.

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#### Report of Committee.

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Kansas City, Mo., April 24, 1906.

Mr. O. G. Fetter, General Secretary,  
Central Association of Railroad Officers,  
Cincinnati, Ohio.

Dear Sir: Your Committee appointed at the Annual Meeting in St. Louis in 1904, met at the Midland Hotel, Kansas City, Mo., April 24, 1906. Results of the work are submitted herewith for your approval.

In preparing this report we wish to explain that the Committee had before it the Interchange Rules in effect in January, 1906, at such Central Association points as had a local code.

It was found that Cincinnati, Columbus, Toledo, St. Louis, Kansas City, Detroit and Denver have local rules, and a joint organization in the field to administer them. Indianapolis has local rules but no joint organization in the field, while Peoria and Omaha have neither.

It must be remembered that the Master Car Builders' Rules cover the subject quite fully and that local rules are necessary only to cover specific matters that the Master Car Builders make optional with parties to the rules. The Master Car

Builders no doubt draw rules in this manner largely on account of the difficulty of making specific rules that will be accepted uniformly.

Under such conditions your Committee approached its task with little hope of evolving a set of rules that would be acceptable to all of the Divisions, but the task was persevered in because the mass of conflicting rules submitted by the various Divisions illustrated, better than could argument, the dire need of uniformity. The summary of local rules in existence at various points on the question of "What cars a line shall be required to accept from a connection" and the question of "Who shall pay for transfers," will give some idea of the diversity of opinion in the various railway centers, and will make it clear that much individual opinion must be sacrificed, and that a **broad** and liberal view must be taken of the whole question if we are to attain uniformity.

Your Committee recommends that in addition to adopting these rules, the Association adopt the scale of prices for transferring, and the list of non-transferable commodities, both of which are herewith submitted.

Geo. Hannauer,  
J. W. Mulhern,  
C. E. Carson,  
Committee.

**Central Association of Railroad Officers,**

..... Division.

**RULES GOVERNING INSPECTION OF CARS IN  
INTERCHANGE**

At .....

**Organization.**

**SUPERVISION.**

Rule 1.—The interchange inspection of cars shall be under the auspices of the Central Association of Railroad Officers.

Rule 2.—The work shall be in the general charge of an Interchange Committee, and in the direct charge of a Chief Interchange Inspector.

#### MEMBERSHIP.

Rule 3.—Membership shall be by lines, upon application made to and accepted by the Central Association of Railroad Officers.

Rule 4.—To become or remain a party to these rules, it is necessary to accept and comply with all of them.

#### WITHDRAWAL.

Rule 5.—No party to these rules shall withdraw without giving ninety days' advance notice in writing.

#### AMENDING RULES.

Rule 6.—These rules may be amended by a three-fourths vote of the parties hereto. Votes may be registered by letter.

#### EXPENSE.

Rule 7.—The expense of administering these rules shall be prorated equally among the parties thereto.

### The Interchange Committee.

#### ELECTION.

Rule 10.—The Interchange Committee shall be elected annually.

#### PERSONNEL.

Rule 11.—The Interchange Committee shall consist of  
——— representatives of the parties to these rules.  
——— shall be Mechanical Department Officers, and  
——— shall be Transportation Officers. (See note  
“a”).

#### CHAIRMAN.

Rule 12.—The Interchange Committee shall elect its own Chairman.

**MEETINGS.**

Rule 13.—The Interchange Committee shall meet at least once each month.

**QUORUM.**

Rule 14.—A majority of the Interchange Committee shall constitute a quorum.

**VACANCIES.**

Rule 15.—Vacancies in the Interchange Committee will be filled by the Association.

**APPROVAL OF ACTS.**

Rule 16.—The acts of the Interchange Committee shall be reported to the Association for its approval.

**WHEN RULINGS BECOME RULES.**

Rule 17.—The Interchange Committee's rulings, when approved by the Association, shall become a part of the rules.

(Note "a.") Your Committee recommends that the Interchange Committee shall number either three or five officers and that in the organization Mechanical Department, officers shall be in the majority by one.

**The Chief Interchange Inspector.**

**JURISDICTION.**

Rule 20.—The Chief Interchange Inspector shall have sole charge of interchange car inspectors in matters pertaining to inspection of cars in interchange.

**DISCIPLINING INSPECTORS.**

Rule 21.—Inspectors must be disciplined or removed from interchange service on demand of the Chief Interchange Inspector.

**RECORDS.**

Rule 22.—The Chief Interchange Inspector shall keep a record of the condition of every car interchanged, of every decision rendered, and shall furnish necessary records to the parties interested.

#### **SETTLING DISAGREEMENTS.**

Rule 23.—The Chief Interchange Inspector shall decide all disagreements.

#### **POWER TO ISSUE M. C. B. DEFECT CARDS.**

Rule 24.—The Chief Interchange Inspector shall have power to issue an M. C. B. defect card against any line at fault for damage, but shall furnish such line a duplicate of the card.

#### **APPROVAL OF RULINGS.**

Rule 25.—The Chief Interchange Inspector's rulings and instructions to inspectors shall be referred to the Interchange Committee for approval.

#### **WHEN RULINGS BECOME RULES.**

Rule 26.—The Chief Interchange Inspector's rulings and his instructions to inspectors, when approved by the Association, shall become a part of the rules.

### **Interchange Inspectors.**

#### **JOINT INSPECTION.**

Rule 30.—Interchange Inspectors may act jointly for two or more parties to the rules.

Rule 31.—Interchange Inspectors may, upon request of two or more parties to these rules, be employed and paid by the Chief Interchange Inspector, who will charge their wages on the wheelage basis against the parties directly interested. (See note "b.")

(Note "b.") Your Committee strongly recommends the adoption by all Divisions of the principle embodied in this rule, that all inspectors be employed by, and report directly to, the Chief Joint Car Inspector, as in our opinion this insures the greatest degree of efficiency and economy.

### **Rules.**

Rule 40.—Master Car Builders' Rules govern unless otherwise provided herein.



#### ACCEPTANCE OF CARS OFFERED IN INTERCHANGE.

Rule 41.—Cars offered in interchange may be rejected if their construction or condition does not meet with the requirements of the Safety Appliance Laws. All other cars must be received, regardless of condition, except that a foreign empty may be rejected on the order of the Chief Interchange Inspector if the car is by him found to be in a generally worn out or wrecked condition as outlined in Master Car Builders' Rules 125 and 126, and excepting further that an empty car furnished for loading may be rejected if it is not safe and serviceable for the commodity to be loaded.

#### EXPENSE OF ADJUSTING LOADS.

Rule 42.—The expense of re-adjusting a load shall be borne by the receiving line.

#### EXPENSE OF TRANSFERRING LOADS.

Rule 43.—The expense of transferring a load shall be borne by the delivering line when transfer is necessary because of failure to load in accordance with Master Car Builders' specifications, or, because of defects in the car denoting "unfair usage," as defined in Master Car Builders' Rules 48 to 56, both inclusive, providing necessary repairs cannot be made in equal to 24 working hours of one man. The cost of all other transfers shall be borne by the receiving line. (See note "c.")

#### ORDER OF C. I. I. NECESSARY.

Rule 44.—A line may charge another for a transfer only upon an order of the Chief Interchange Inspector.

#### TRANSFERRING FREIGHT LIABLE TO DAMAGES.

Rule 45.—If a car contains freight liable to damage in transferring, a transfer must not be undertaken for account of another line without the consent of such line.

(Note "c.")—It is expected that cost of transferring overloaded cars will be billed forward.

**Price to be Charged for Transferring Car Lot Freight.**

Acid, in carboys .....	\$ 2.50
Agricultural Implements of all kinds, except when loaded on flat cars and on their own wheels.....	5.00
Asphaltum, in bags .....	1.50
Baskets, nested . . . . .	2.00
Bones, in bulk.....	7.00
Bottles . . . . .	2.50
Box Material, in bulk.....	3.00
Brick, in bulk.....	5.00
Broom Corn . . . . .	2.00
Cement in Bags . . . . .	2.50
Coal, Bituminous . . . . .	3.00
Coal, Semi-Anthracite . . . . .	3.00
Coke, in bulk . . . . .	4.50
Cooperage and Shooks; Hoops, in bulk, Staves and Headings . . . . .	4.50
Earthen and Stoneware, in bulk.....	7.00
Emigrant Movables . . . . .	3.25
Flax Seed, in bulk.....	3.00
Flour, in sacks and barrels, (except Export Flour in Jute and Osenburg sacks).....	1.75
Fruit, California Dried . . . . .	2.00
Furniture and Show Cases.....	5.00
Glass, in bulk, or Plate Glass.....	5.00
Grindstones . . . . .	3.50
Glucose or Syrup in kegs and barrels.....	1.75
Iron Pipe, Cast . . . . .	5.00
Iron Safes . . . . .	3.50
Lime in barrels . . . . .	1.75
Lime, in bulk . . . . .	4.00
Lumber, Finished, Sash, Doors and Blinds . . . . .	3.00
Machinery, Fine . . . . .	4.00
Marble . . . . .	3.50
Oil, in barrels . . . . .	2.00
Paper of all kinds, in rolls or bundles.....	3.00
Perishable Freight, not otherwise specified.....	5.00

Pickles, in wood and glass.....	2.50
Piling, on one car.....	5.00
Piling, on two cars.....	7.50
Pipe, chimneys and tops.....	4.00
Pipe, Sewer.....	6.00
Powder, Explosive.....	2.50
Roofing, Slate or Brick.....	5.00
Salt, in bulk.....	2.50
Salt, in barrels.....	1.50
Scrap Metal, in bulk (junk).....	7.00
Shingles.....	3.00
Steel, in shape.....	3.50
Stoves and fine Castings.....	5.00
Stone, Flagging.....	4.00
Sugar, in barrels.....	1.50
Trees and Shrubery, in bulk.....	3.00
Tinware, in bulk.....	3.00
Tin plate.....	3.50
Telegraph Poles and Heavy Timbers, on one car.....	5.00
Telegraph Poles and Heavy Timbers, on two cars.....	7.50
Wagons and Carriages.....	5.00
Woodenware.....	3.00
Iron, Structural and Bridge, on one car.....	5.00
Iron, Structural and Bridge, on two cars.....	7.50
Machinery, Heavy.....	5.50
Pipe, wrought iron, when exceeding 3 inches in diameter.....	5.00
Pipe, wrought iron, when under 3 inches in diameter..	3.00
Rails, steel, when loaded on two or more cars.....	6.00
Rails, single cars.....	3.00
Rice, in sacks.....	1.75
Grain.....	2.50
Hay.....	1.75
Barbed Wire.....	2.50
Angle Bars.....	2.25
Sacked Corn.....	1.75
Sacked meal.....	1.75
Nails, in kegs.....	1.50

Ear Corn . . . . .	5.00
Potatoes, in sacks . . . . .	1.75
Potatoes, in bulk . . . . .	3.00
Mill products, in sacks . . . . .	1.75
Apples, in barrels or boxes . . . . .	1.75
Bale Ties . . . . .	3.00
Cotton in bales . . . . .	1.50
Cotton seed meal in sacks . . . . .	1.75
Fertilizer, in sacks . . . . .	1.50
Glass, in boxes . . . . .	3.00
Lemons, in boxes . . . . .	1.75
Oranges, in boxes . . . . .	1.75
Iron Boilers . . . . .	4.00
Iron, Sheet . . . . .	3.00
Iron, Pig . . . . .	2.00
Iron, Roofing . . . . .	3.00
Packing House Products, in boxes . . . . .	2.50
Woven Wire . . . . .	2.00

These figures are based on loads of 60,000 pounds or less; for each 10,000 pounds or fraction thereof in excess of 60,000 pounds, add 10 percent thereto.

### List of Non-Transferable Freight.

All articles under refrigerator protection.  
 Acids, in bulk, carboys, glass or cans.  
 Agricultural Implements.  
 Ale.  
 Asphaltum in bags.  
 Bones, in bulk.  
 Boxes, material, in bulk.  
 Bar Fixtures (furniture).  
 Baskets, nested.  
 Beer.  
 Boats.  
 Bottles.  
 Bottled goods.

Brick, in bulk.  
Broom Corn.  
Buggies.  
Butter.  
Bicycles.  
Carriages.  
Cans, in bulk.  
Cement, in bags or paper sacks.  
Cooperage and Shooks.  
Coal, Bituminous.  
Coal, Semi, Anthracite.  
Coke, in bulk.  
Cornice, ornaments or mouldings.  
Counters and Store Fixtures.  
Conduits.  
Cartridges.  
Drain Tile.  
Demijohns.  
Earthenware and Stoneware, in bulk.  
Emigrant Movables.  
Engines.  
Eggs.  
Evergreens, in bales or bulk.  
Explosives.  
Flax Seed in bulk.  
Flour, in sacks and barrels (except Export Flour  
or Osenburg sacks).  
Fruit, California Dried.  
Fruit, Fresh, Domestic or Tropical.  
Furniture.  
Glassware.  
Glass, plate, looking and window glass.  
Graniteware, in bulk.

Household Goods.  
Ice.  
Iron, holloware.  
Iron pipe, cast.  
Iron, Structural and Bridge.  
Lard.  
Launches.  
Lumber, finished.  
Lumber, when loaded on two flat cars.  
Marble, or granite slabs.  
Mantles.  
Machines, including Sewing.  
Machinery.  
Meats.  
Melons.  
Meal, in paper or cotton sacks.  
Mouldings, wood or compositions.  
Molasses.  
Musical Instruments.  
Nursery Stock.  
Oil, in bulk or barrels.  
Onions, in bulk.  
Ovens, tin.  
Oil cans.  
Pipe, cement, lined or covered.  
Pipe, sewer.  
Pipe, wrought iron, when exceeding three inches in diameter.  
Paintings.  
Perishable freight of all kinds.  
Pottery, in bulk.  
Pipe, chimney and chimney-top, in bulk.  
Potatoes, in bulk.  
Poultry, live or dressed.  
Preserves, in glass or wood.  
Paper of all kinds in rolls or bundles.  
Rails, steel, when loaded on two or more cars.

Retorts.  
Rice, in sacks.  
Lime, in barrels or bulk.  
Pickles, in wood and glass.  
Piling.  
Safes (Iron).  
Salt in bulk.  
Scrap metal in bulk (junk).  
Shingles.  
Showcases.  
Slate, roofing.  
Statuary.  
Staves, in bundles.  
Stoves, ranges and fine castings.  
Stove furniture.  
Stoneware, in bulk.  
Steel, in shape.  
Stone, flagging.  
Sugar, in barrels or sacks.  
Syrup, in barrels.  
Sash, doors and blinds.  
Telegraph Poles, whether loaded on one or more cars.  
Terra cotta, in bulk.  
Tile, roofing.  
Tin plate.  
Tinware, in bulk.  
Timbers, long, when loaded on two flat cars.  
Theatrical scenery.  
Vault work.  
Vegetables, green.  
Vehicles.  
Wagons.  
Woodenware.  
Whiskey.



**PAYMENT FOR TRANSFERS WHERE CONDITION OF  
CAR OR LADING NECESSITATES TRANSFER OR  
ADJUSTMENT OF LOAD.**

**Present Practice.**

**M. C. B. Assn. (Rule 2.)**

Cars offered in interchange must be accepted if in safe and serviceable condition, the receiving road to be the judge in cases not provided for in Rules 3 to 56, inclusive.

**CINCINNATI:** The Receiving line shall make such repairs as the service requires, under the protection of the M. C. B. Rules, or transfer at its own expense, as follows:

- (a) Cars having physical defects that they do not wish repaired;
- (b) Cars on which lading is in bad order and needs adjustment;
- (c) All overloaded cars, if necessary to transfer;
- (d) Cars too large for tunnels;
- (e) Non-air cars;
- (f) Cars on which they have published restrictions.

**INDIANAPOLIS:** Local Rules do not cover, hence M. C. B. Rule 2 applies.

**COLUMBUS:** If a loaded car cannot be put in safe condition to run within 24 hours while underload, it shall be transferred on an order of the C. J. I. at the expense of company delivering it in bad order.

(The question of adjusting loads is not covered by the local rules.)

**TOLEDO:** Delivering line responsible for transfer, necessary account car in bad order, lading unsafe, car overloaded or lading requiring adjustment.

**DENVER:** Receiving line pays all transfers.

**PEORIA:** M. C. B. Rules (no local rules in effect).



ST. LOUIS: Line at fault pays for a transfer made necessary by improper loading of car. Also for transfer made necessary by defects in car denoting unfair usage. Receiving line pays all other transfers and adjusts all loads at its own expense. When cars are overloaded, receiving line collects transfer from shipper if convenient, otherwise bills it out.

KANSAS CITY: Receiving line pays for transfer of transferable freight made necessary by defects in car. Delivering line pays for transferring of non-transferable freight made necessary by defects in car. Delivering line pays for transferring of non-transferable over or improper loading.

LOUISVILLE: (No answer.)

DETROIT: Delivering line pays for transfers necessary, account cars delivered in bad order, over or improperly loaded. Adjustment of loads is not touched on by local rules.

OMAHA: Local Rules under discussion but not completed.

CHICAGO: Receiving line pays all transfers.

## **CARS ACCEPTED IN INTERCHANGE.**

### **Present Practice.**

#### **M. C. B. Assn. (Rule 2.)**

Cars offered in interchange must be accepted if in safe and serviceable condition, the receiving road to be the judge in cases not provided for in Rules 3 to 56, inclusive.

CINCINNATI: All cars, loaded or empty, offered in interchange, that are safe to haul to the repair or transfer tracks of the receiving line, must be accepted by them, except as hereinafter provided.

For the protection of the receiving line, the delivering

line must not offer any car with safety appliances that do not conform to the requirements of the Safety Appliance Act.

INDIANAPOLIS: Receiving line must accept through loads and empties if safety appliances comply with the laws. Loads for private sidings must, in addition to foregoing, be in safe running condition.

COLUMBUS: Receiving line must receive all loads, regardless of condition, and empties when safe to run.

TOLEDO: Receiving line must receive loads if safety appliances comply with the laws. (See footnote.)

Empties same except that they may be returned on order of the Chief Interchange Inspector.

(At Toledo roads may, by giving a ten days' notice, refuse to receive cars on account of condition of cars or lading, or account local conditions on their lines, such as tunnels, bridges, etc.; they may also demand that cars and lading be put in proper shape before receiving same.)

DENVER: Receiving line must receive loads if safety appliances comply with law. Empties treated as per M. C. B. Rule 2.

PEORIA: (Has no local rules—M. C. B. Rules apply.)

ST. LOUIS: Receiving line must receive loads if safety appliances comply with the laws. All empty cars originating from a line and all home cars will be treated the same as loaded cars.

KANSAS CITY: Loads must be received if safety appliances comply with law. Empties handled as per M. C. B. Rule 2.

LOUISVILLE: (No answer.)

DETROIT: M. C. B. Rule 2 governs.

OMAHA: Has M. C. B. Rules only. (Local Rules under consideration.)

CHICAGO: Loaded cars offered in interchange must be accepted, with the following exceptions:

(a) Cars that cannot be safely handled;

(b) Defects constituting a violation of the law;

(c) Leaky tanks.

Foreign empties must be accepted by the home line, except when in a generally worn-out and wrecked condition, as outlined in M. C. B. Rule 125 or 126.

Empty cars that are to be sent to a connecting line, on an order, must be inspected and put in a serviceable condition before delivery is made.















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